

# Exhibit 61

1 UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

2 -----X

3 In re:

4 SEARS HOLDINGS CORPORATION, et al.,  
Debtor.

5  
6 Chapter 11

Case No. 18-23538 (RDD)

7  
8 -----X

9 \*\*\*HIGHLY CONFIDENTIAL\*\*\*

10 30(b)(6) DEPOSITION OF ESL INVESTMENTS, INC.,

11 BY ITS CORPORATE REPRESENTATIVE

12 KUNAL KAMLANI

13 NEW YORK, NEW YORK

14 WEDNESDAY, JANUARY 23, 2019

15  
16  
17  
18  
19  
20  
21 Reported by:

22 MARK RICHMAN, CSR, RPR, CM

23 JOB NO: 154614

Page 2	Page 3
<p>1 2 3 New York, New York 4 January 23, 2019 5 11:45 A.M. 6 7 30(b)(6) DEPOSITION of ESL INVESTMENTS, 8 INC. by its Corporate Representative KUNAL 9 KAMLANI, held at the offices of Akin Gump 10 Strauss Hauer &amp; Feld LLP, One Bryant Park, New 11 York, New York, before MARK RICHMAN, a 12 Certified Shorthand Reporter, Registered 13 Professional Reporter and Notary Public of the 14 State of New York 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 APPEARANCES: 2 3 AKIN GUMP STRAUSS HAUER &amp; FELD 4 Attorneys for Unsecured Creditors 5 One Bryant Park 6 Bank of America Tower 7 New York, New York 10036 8 BY: ABID QURESHI, ESQ. 9 DEAN CHAPMAN, JR., ESQ. 10 JOHN KANE, ESQ. 11 JOSEPH SORKIN, ESQ. 12 CHRISTOPHER CARTY, ESQ. 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 4	Page 5
<p>1 A P P E A R A N C E S (Continued): 2 3 WEIL, GOTSHAL &amp; MANGES 4 Attorneys for Debtors 5 and Debtors-in-Possession: Sears Holdings 6 Corporation, et al. 7 200 Crescent Court 8 Dallas, Texas 75201 9 BY: PAUL GENENDER, ESQ. 10 JENNIFER CROZIER, ESQ. 11 12 13 14 15 16 WEIL, GOTSHAL &amp; MANGES 17 Attorneys for Debtors 18 and Debtors-in-Possession: Sears Holdings 19 Corporation, et al. 20 767 Fifth Avenue 21 New York, New York 10153 22 BY: GARRETT FAIL, ESQ. 23 24 25</p>	<p>1 A P P E A R A N C E S (Continued): 2 SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM 3 Attorneys for the ABL Lenders 4 4 Times Square 5 New York, New York 10036 6 BY: SHANA ELBERG, ESQ. 7 8 9 10 11 12 PAUL, WEISS, RIFKIND, WHARTON &amp; GARRISON 13 Attorneys for the Restructuring Committee 14 1285 Avenue of the Americas 15 New York, New York 10019 16 BY: DAVID GILLER, ESQ. 17 KAREN KING, ESQ. 18 19 20 21 22 23 24 25</p>

Page 6	Page 7
<p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 CLEARY GOTTlieb STEEN &amp; HAMILTON</p> <p>4 Attorneys for ESL Investments, Inc.</p> <p>5 and the Witness</p> <p>6 One Liberty Plaza</p> <p>7 New York, New York 10006</p> <p>8 BY: JAMES BROMLEY, ESQ.</p> <p>9 LEWIS LIMAN, ESQ.</p> <p>10 ILYA GLINCHENKO, ESQ.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16 PRESENT:</p> <p>17 MICHAEL BAIRD, Pension Benefit Corp (via phone)</p> <p>18 SAMUEL STAR, FTI Consulting</p> <p>19 CHRISTA HART, FTI Consulting</p> <p>20 MARSHALL EISLER, FTI Consulting</p> <p>21 BRADLEY GEER, Houlihan Lokey</p> <p>22 NATALIE WEELBORG, Houlihan Lokey</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 KUNAL KAMLANI, called as a</p> <p>3 witness, having been first duly sworn</p> <p>4 by the Notary Public (Mark Richman),</p> <p>5 was examined and testified as</p> <p>6 follows:</p> <p>7 EXAMINATION BY MR. QURESHI:</p> <p>8 Q. Mr. Kamlani, good morning. For</p> <p>9 the record, my name is Abid Kureshi of</p> <p>10 Akin Gump, and as I think you know we</p> <p>11 represent the Official Committee of</p> <p>12 Unsecured Creditors in these cases.</p> <p>13 Sir, have you had your deposition taken</p> <p>14 before?</p> <p>15 A. Not by you.</p> <p>16 Q. But you have been deposed before?</p> <p>17 A. I have.</p> <p>18 Q. Okay. Then I am going to</p> <p>19 dispense with reminding you of the rules</p> <p>20 of the road for this type of proceeding,</p> <p>21 other than to tell you that if you don't</p> <p>22 understand a question that I ask you or</p> <p>23 if you need a clarification, please ask</p> <p>24 me and I'll be happy to restate or</p> <p>25 clarify the question. If you don't do</p>
Page 8	Page 9
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 that, I'm going to assume that you've</p> <p>3 understood what I asked you, okay?</p> <p>4 A. Yes, perfect.</p> <p>5 Q. And the other thing is let's just</p> <p>6 try not to talk over one another so that</p> <p>7 the court reporter can get down my</p> <p>8 questions and your answers. And with</p> <p>9 that, let me hand you what we have</p> <p>10 marked as UCC Exhibit 1 which is a</p> <p>11 notice of 30(b)(6) deposition of ESL</p> <p>12 Investments, Inc. and ask you, Mr.</p> <p>13 Kamlani, whether this is a document you</p> <p>14 have seen before?</p> <p>15 (Exhibit 1, notice of 30(b)(6)</p> <p>16 deposition of ESL Investments, Inc.</p> <p>17 was marked for identification.)</p> <p>18 A. I have not read this document.</p> <p>19 Q. Let me direct your attention if I</p> <p>20 could to two things.</p> <p>21 First, paragraph 19 of the</p> <p>22 document contains definition of the</p> <p>23 defined term ESL, and you will see that</p> <p>24 ESL is defined to include, among other</p> <p>25 things, Transform Holdco. You see that?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I do.</p> <p>3 Q. What is Transform Holdco, if you</p> <p>4 know?</p> <p>5 A. It is the entity that has been</p> <p>6 set up to make the acquisition of</p> <p>7 substantially all the assets of what's</p> <p>8 commonly referred to as Sears Holdings.</p> <p>9 Q. Okay. If I could direct your</p> <p>10 attention to page 7 of the document you</p> <p>11 will see the heading topics of</p> <p>12 examination. And there are seven</p> <p>13 paragraphs. Do you understand, sir,</p> <p>14 that by this deposition notice you are</p> <p>15 being asked to testify as a corporate</p> <p>16 representative of ESL as we have defined</p> <p>17 it, which is to say including Transform</p> <p>18 Holdco?</p> <p>19 A. I do.</p> <p>20 Q. I want you to take a minute</p> <p>21 please and take a look at the seven</p> <p>22 topics that we have identified, just</p> <p>23 read those to yourself, and when you are</p> <p>24 done I will ask you my next question.</p> <p>25 A. I've read them.</p>

Page 10	Page 11
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Sir, as you sit here today, are</p> <p>3 you prepared on behalf of ESL and its</p> <p>4 affiliates and Transform Holdco to</p> <p>5 testify on the subject matters</p> <p>6 identified in those seven topics?</p> <p>7 A. I'll do so to the best of my</p> <p>8 ability. It depends on the level of</p> <p>9 detail of your questions.</p> <p>10 Q. Well, to your knowledge, would</p> <p>11 there be anybody else at ESL who would</p> <p>12 be more knowledgeable than you with</p> <p>13 respect to any one of the seven topics</p> <p>14 listed here?</p> <p>15 A. I think depending on where you go</p> <p>16 with your questions, there will be</p> <p>17 details in the asset purchase agreement</p> <p>18 that the lawyers could probably speak to</p> <p>19 in far more detail than I could.</p> <p>20 Q. Okay. But other than the</p> <p>21 lawyers, your understanding is you would</p> <p>22 be the person at ESL or Transform Holdco</p> <p>23 knowledgeable with respect to these</p> <p>24 topics?</p> <p>25 A. I should be, yes.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Okay. Thank you. You can set</p> <p>3 that aside. Actually before you do, is</p> <p>4 there anything in particular that you</p> <p>5 did to prepare to testify as a corporate</p> <p>6 representative with respect to any of</p> <p>7 the seven topics outlined in UCC Exhibit</p> <p>8 1?</p> <p>9 A. I spent some time with my</p> <p>10 attorneys.</p> <p>11 Q. Anything beyond that?</p> <p>12 A. No.</p> <p>13 Q. Did you discuss your testimony</p> <p>14 with respect to any of these seven</p> <p>15 topics with Mr. Lampert outside of the</p> <p>16 presence of your attorneys?</p> <p>17 A. I have not.</p> <p>18 Q. What is your present position at</p> <p>19 ESL?</p> <p>20 A. President.</p> <p>21 Q. And what, if any, positions do</p> <p>22 you presently hold at Sears?</p> <p>23 A. I am a director on the Sears</p> <p>24 board.</p> <p>25 Q. And when did you become a</p>
Page 12	Page 13
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 director on the Sears board?</p> <p>3 A. Either November or December of</p> <p>4 2014. I don't know the official date.</p> <p>5 Q. And since being appointed to the</p> <p>6 board of Sears, have you held any other</p> <p>7 positions other than as a director of</p> <p>8 Sears?</p> <p>9 A. Can you repeat the question.</p> <p>10 Q. Sure. Since first being</p> <p>11 appointed to the board of Sears --</p> <p>12 A. Right.</p> <p>13 Q. -- have you held any positions</p> <p>14 other than being a director?</p> <p>15 MR. BROMLEY: You mean at Sears?</p> <p>16 A. As it relates to Sears?</p> <p>17 Q. At Sears.</p> <p>18 A. No.</p> <p>19 Q. No?</p> <p>20 A. No, I have not held any other</p> <p>21 position at Sears or have been</p> <p>22 affiliated with Sears other than my role</p> <p>23 as a director.</p> <p>24 Q. And since the commencement of the</p> <p>25 Chapter 11 proceedings of Sears, has</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 your role changed in any way at Sears?</p> <p>3 A. It has not.</p> <p>4 Q. Has the board held -- excuse me.</p> <p>5 Has the board of directors of Sears held</p> <p>6 regular meetings as far as you are aware</p> <p>7 since the petition date?</p> <p>8 A. The traditional calendar</p> <p>9 postpetition I believe has been deviated</p> <p>10 from given the governance structure that</p> <p>11 was put in place postpetition.</p> <p>12 Q. And when you say deviated from,</p> <p>13 can you explain what you mean by that?</p> <p>14 A. In prior years we would have had</p> <p>15 a board meeting in Miami between the</p> <p>16 October 15th period, you know, and</p> <p>17 today, traditional two-day board</p> <p>18 meeting. That meeting did not occur.</p> <p>19 There have been board calls during that</p> <p>20 period that historically would not have</p> <p>21 occurred in the prepetition period.</p> <p>22 Q. To the extent the board has had</p> <p>23 meetings whether in person or by phone</p> <p>24 subsequent to the petition date, to your</p> <p>25 knowledge have you been invited to</p>

Page 14	Page 15
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 participate in those meetings?</p> <p>3 A. I have to my knowledge.</p> <p>4 Q. And have you continued since the</p> <p>5 petition date to receive regular updates</p> <p>6 from the company in the nature that you</p> <p>7 would have received prior to the</p> <p>8 petition date?</p> <p>9 A. Yes.</p> <p>10 Q. Okay.</p> <p>11 A. Well, yes.</p> <p>12 Q. Okay. Has the nature of the</p> <p>13 detail of the information that you as a</p> <p>14 board member have received concerning</p> <p>15 the company changed at all from the</p> <p>16 prepetition to the postpetition period?</p> <p>17 A. No.</p> <p>18 Q. Okay. And am I right, Mr.</p> <p>19 Kamalani, that prior to your appointment</p> <p>20 to the Sears board, you did not have any</p> <p>21 prior experience in the retail sector,</p> <p>22 correct?</p> <p>23 A. I did not.</p> <p>24 Q. Okay. And I assume, but correct</p> <p>25 me if I'm wrong, from that answer that</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 you have not had any experience prior to</p> <p>3 Sears in putting together a business</p> <p>4 plan for a retailer?</p> <p>5 A. I have not.</p> <p>6 Q. And is it fair to say that you</p> <p>7 don't consider yourself to be an expert</p> <p>8 in the retail space?</p> <p>9 A. How would you define expert?</p> <p>10 Q. Do you have an understanding of</p> <p>11 what that term means?</p> <p>12 A. Not in the context of which</p> <p>13 you're using it.</p> <p>14 Q. Well would you describe yourself</p> <p>15 to others as an expert in retail?</p> <p>16 A. I've spent 25 years of my career</p> <p>17 putting together business plans across</p> <p>18 various industries. I consider myself</p> <p>19 an expert in putting together business</p> <p>20 plans. I may not be an expert in any</p> <p>21 industry but I'm an expert in putting</p> <p>22 together business plans.</p> <p>23 Q. Okay. And how many business</p> <p>24 plans have you put together in the</p> <p>25 retail sector?</p>
Page 16	Page 17
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I spent a fair amount of time on</p> <p>3 the Staples board in my capacity as a</p> <p>4 board member evaluating and shaping a</p> <p>5 business plan.</p> <p>6 Q. And when did you serve on the</p> <p>7 Staples board?</p> <p>8 A. 2015 to 2017.</p> <p>9 Q. And during your tenure, sir, on</p> <p>10 the Sears board, can you please describe</p> <p>11 for me what role, if any, you had in the</p> <p>12 development of business plans for Sears?</p> <p>13 A. I would review the business plans</p> <p>14 that were put together by the management</p> <p>15 team on a regular basis, whether it was</p> <p>16 annual plan or monthly forecast.</p> <p>17 Q. And at some point subsequent to</p> <p>18 your initial appointment to the Sears</p> <p>19 board you became an employee of ESL,</p> <p>20 correct?</p> <p>21 A. Correct.</p> <p>22 Q. And approximately when was that?</p> <p>23 A. March of 2016.</p> <p>24 Q. And what title did you assume at</p> <p>25 ESL?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. President.</p> <p>3 Q. And since becoming president in</p> <p>4 March of 2016, in that capacity what</p> <p>5 role, if any, did you have with respect</p> <p>6 to the development of business plans for</p> <p>7 Sears?</p> <p>8 A. Exactly as I described in your</p> <p>9 earlier question.</p> <p>10 Q. So no different in your capacity</p> <p>11 as president of ESL than in your</p> <p>12 capacity as a member of the board of</p> <p>13 directors of Sears?</p> <p>14 A. Let's take a step back.</p> <p>15 Q. Sure.</p> <p>16 A. In my capacity as a member of</p> <p>17 ESL, I had more involvement on a</p> <p>18 day-to-day basis with the management</p> <p>19 team in understanding what was going on</p> <p>20 in the company, and therefore would have</p> <p>21 in fact had more involvement than I had</p> <p>22 prior to March of 2016 and only in my</p> <p>23 capacity as a board member. I may have</p> <p>24 misunderstood your earlier question.</p> <p>25 Q. Okay. And can you describe for</p>

Page 18	Page 19
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 me in any more detail than you just did</p> <p>3 the nature of your involvement as</p> <p>4 president of ESL in interacting with</p> <p>5 management with respect to a business</p> <p>6 plan?</p> <p>7 A. There would be opportunities</p> <p>8 where the management team would present</p> <p>9 their business plan, explain how they</p> <p>10 were arriving at certain numbers, the</p> <p>11 underlying strategy, operational</p> <p>12 strategy to deliver on that business</p> <p>13 plan, what you would expect sort of any</p> <p>14 traditional corporate structure, owners,</p> <p>15 etc. to review from the management team,</p> <p>16 you know, as relates to putting together</p> <p>17 a business plan.</p> <p>18 Q. Did you have any role in setting</p> <p>19 targets to be included in business plans</p> <p>20 for Sears?</p> <p>21 A. I did not.</p> <p>22 Q. Do you have an understanding of</p> <p>23 what Mr. Lampert's role was in the</p> <p>24 formation of business plans for Sears</p> <p>25 during the time that you served as</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 president of ESL, so from that period</p> <p>3 subsequent?</p> <p>4 A. He typically had a view on what</p> <p>5 the company had the potential to do. He</p> <p>6 would share that view with the</p> <p>7 management team, and with that guidance</p> <p>8 leave it to the management team to build</p> <p>9 a plan.</p> <p>10 Q. And did Mr. Lampert's views as to</p> <p>11 the potential that the company had find</p> <p>12 their way into the business plans in the</p> <p>13 form of targets?</p> <p>14 A. I don't know. I suspect</p> <p>15 sometimes they did and sometimes they</p> <p>16 didn't.</p> <p>17 Q. And did you work with Mr. Lampert</p> <p>18 in developing views on the potential of</p> <p>19 the business, or was that something that</p> <p>20 Mr. Lampert did on his own?</p> <p>21 A. In my capacity as a board member,</p> <p>22 we would have discussions with respect</p> <p>23 to the financial plan during the</p> <p>24 financial planning process.</p> <p>25 Q. When you say we, do you mean you</p>
Page 20	Page 21
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 personally or do you mean the board as a</p> <p>3 whole?</p> <p>4 A. We, the board as a whole.</p> <p>5 Q. And what about in your capacity</p> <p>6 as president of ESL?</p> <p>7 A. Not specifically because my views</p> <p>8 were known in my capacity as a board</p> <p>9 member.</p> <p>10 Q. Okay. I just want to talk for a</p> <p>11 minute about Transform Holdco LLC.</p> <p>12 That's the entity that is going to be</p> <p>13 the acquirer of the assets under your</p> <p>14 asset purchase agreement; is that</p> <p>15 correct?</p> <p>16 A. That's my understanding, yes.</p> <p>17 Q. And who controls Transform</p> <p>18 Holdco, if you know?</p> <p>19 A. ESL would be the majority</p> <p>20 equityholder of Transform Holdco.</p> <p>21 Q. And who are the minority</p> <p>22 equityholders of Transform Holdco?</p> <p>23 A. Cyrus, Tommy Tisch and</p> <p>24 potentially other second lienholders</p> <p>25 whose names I don't know.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. And what percentage equity stake</p> <p>3 does Cyrus have?</p> <p>4 A. Approximately four percent.</p> <p>5 Q. And what about Tommy Tisch?</p> <p>6 A. Approximately one and a half</p> <p>7 percent.</p> <p>8 Q. Who is Tommy Tisch?</p> <p>9 A. Tommy Tisch is a member of the</p> <p>10 board of Sears, a member of a well known</p> <p>11 family in New York.</p> <p>12 Q. And you said that potentially</p> <p>13 other second lienholders may come to</p> <p>14 have an ownership stake in Transform</p> <p>15 Holdco. Is there a certain amount of</p> <p>16 equity in Transform Holdco set aside for</p> <p>17 those potential other second lien</p> <p>18 lenders?</p> <p>19 A. I'm not sure it's set aside. I</p> <p>20 think it's a function of the way the</p> <p>21 capital structure has been developed and</p> <p>22 the credit bidding aspect of our, of the</p> <p>23 second lien debt.</p> <p>24 Q. Well do you have any</p> <p>25 understanding or expectation as to how</p>

<p style="text-align: right;">Page 22</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 much of an ownership stake in Transform</p> <p>3 Holdco other second lien lenders might</p> <p>4 potentially take?</p> <p>5 A. It would be a hundred percent</p> <p>6 minus the ESL portion minus the two</p> <p>7 numbers I gave you.</p> <p>8 Q. I see, okay. And have you had</p> <p>9 any discussions with other second lien</p> <p>10 lenders about that subject matter?</p> <p>11 A. I have not.</p> <p>12 Q. And do you have a title at</p> <p>13 Transform Holdco?</p> <p>14 A. Actually, I would just revisit</p> <p>15 that last question.</p> <p>16 Q. Sure.</p> <p>17 A. I have had a discussion with</p> <p>18 Och-Ziff who is a second lienholder as</p> <p>19 to whether or not they have an interest</p> <p>20 in converting their second lien position</p> <p>21 into an equity stake.</p> <p>22 Q. And what has Och-Ziff told you?</p> <p>23 A. Those discussions are ongoing.</p> <p>24 Q. Fair to say they are undecided at</p> <p>25 the moment?</p>	<p style="text-align: right;">Page 23</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Yes.</p> <p>3 Q. In arriving at the asset purchase</p> <p>4 agreement that has been entered into</p> <p>5 between Transform Holdco on the one hand</p> <p>6 and the debtors on the other, describe,</p> <p>7 if you could, your role in those</p> <p>8 negotiations?</p> <p>9 A. I played the role of, at ESL,</p> <p>10 taking guidance and direction from Mr.</p> <p>11 Lampert in leading the negotiations for</p> <p>12 ESL.</p> <p>13 Q. Fair to characterize you as the</p> <p>14 lead negotiator on behalf of ESL?</p> <p>15 A. That would be a fair</p> <p>16 characterization.</p> <p>17 Q. Fair also to say that the</p> <p>18 positions you took in those negotiations</p> <p>19 were at the direction of Mr. Lampert?</p> <p>20 A. For any material issue, yes.</p> <p>21 Q. Okay.</p> <p>22 A. There are lots of immaterial</p> <p>23 issues that would not be the case.</p> <p>24 Q. And when did negotiations first</p> <p>25 begin between ESL and the debtors</p>
<p style="text-align: right;">Page 24</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 concerning a potential bid for the</p> <p>3 company?</p> <p>4 A. I don't know.</p> <p>5 Q. Well can you tell me if any such</p> <p>6 negotiations occurred prepetition?</p> <p>7 A. There were no negotiations</p> <p>8 prepetition.</p> <p>9 Q. So then, in the postpetition</p> <p>10 period you don't recall when ESL -- let</p> <p>11 me ask a different question.</p> <p>12 Postpetition do you recall</p> <p>13 approximately when ESL first indicated</p> <p>14 to the debtors that it had an interest</p> <p>15 in an acquisition?</p> <p>16 A. Very early on subsequent to the</p> <p>17 petition date.</p> <p>18 Q. And with whom at or on behalf of</p> <p>19 the debtors did you principally have</p> <p>20 negotiations with concerning the</p> <p>21 potential of an ESL acquisition of the</p> <p>22 debtors?</p> <p>23 A. I want to make sure I understand</p> <p>24 your question, which is you are asking</p> <p>25 about the early days in conveying our</p>	<p style="text-align: right;">Page 25</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 view, not throughout the whole process.</p> <p>3 Q. Let's start with the early days.</p> <p>4 A. I would not have been the one to</p> <p>5 convey in the early days what ESL's</p> <p>6 intent was during that period of time.</p> <p>7 Q. Would that have been Mr. Lampert?</p> <p>8 A. It probably would have been Mr.</p> <p>9 Lampert.</p> <p>10 Q. Okay. And do you have an</p> <p>11 understanding of with whom Mr. Lampert</p> <p>12 during that period of time would have</p> <p>13 had those conversations?</p> <p>14 A. There have been a lot of people</p> <p>15 involved in this process, so I don't</p> <p>16 want to speculate as to whom he would</p> <p>17 have spoken to and when.</p> <p>18 Q. Okay. Well do you recall that,</p> <p>19 and I can show you the document to</p> <p>20 refresh your recollection if you need</p> <p>21 it, but that on December the 28th ESL</p> <p>22 submitted a definitive bid letter to the</p> <p>23 company?</p> <p>24 A. I'd like to see the document.</p> <p>25 Q. Sure.</p>



Page 26	Page 27
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 MR. QURESHI: We will mark as UCC</p> <p>3 Exhibit 2 a letter dated December the</p> <p>4 28th, 2018 from Transform Holdco to</p> <p>5 Lazard and it bears the signature of</p> <p>6 Mr. Lampert.</p> <p>7 (Exhibit 2, letter dated December</p> <p>8 the 28th, 2018 from Transform Holdco</p> <p>9 to Lazard bearing the signature of</p> <p>10 Mr. Lampert was marked for</p> <p>11 identification.)</p> <p>12 Q. Mr. Kamlani, do you recognize UCC</p> <p>13 Exhibit 2?</p> <p>14 MR. BROMLEY: Take your time.</p> <p>15 Q. Of course.</p> <p>16 A. I do recognize the document.</p> <p>17 Q. And does this document refresh</p> <p>18 your recollection that on the 28th of</p> <p>19 December ESL submitted a definitive bid</p> <p>20 letter to the debtors?</p> <p>21 A. Yes.</p> <p>22 Q. And at this point in time, so in</p> <p>23 the lead up to this letter, would that</p> <p>24 all have been the period of time in</p> <p>25 which Mr. Lampert was the one on behalf</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 of ESL or Transform Holdco principally</p> <p>3 involved in the negotiations as opposed</p> <p>4 to you?</p> <p>5 A. No. I would have been involved</p> <p>6 in the negotiations leading up to this</p> <p>7 letter, which is distinct from sometime</p> <p>8 after October 15th which would have</p> <p>9 conveyed ESL's intent on a going concern</p> <p>10 bid.</p> <p>11 Q. Fair enough. And do you recall</p> <p>12 approximately how far in advance of this</p> <p>13 letter you would have become involved in</p> <p>14 negotiations with the company?</p> <p>15 A. Well in advance of this letter.</p> <p>16 And after December -- October 15.</p> <p>17 Q. Okay. So in the November time</p> <p>18 frame would those discussions have been</p> <p>19 under way?</p> <p>20 A. Sometime in the very late October</p> <p>21 time frame to early November.</p> <p>22 Q. Okay. And with whom at or on</p> <p>23 behalf of the company would you have</p> <p>24 principally interacted with in</p> <p>25 connection with what came to be this bid</p>
Page 28	Page 29
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 letter on December the 28th?</p> <p>3 A. Weil Gotshal, Lazard,</p> <p>4 representatives of Weil Gotshal,</p> <p>5 representatives of Lazard,</p> <p>6 representatives of MIII primarily.</p> <p>7 Q. And during that same time frame</p> <p>8 did you interact directly with respect</p> <p>9 to the bid with any members of the board</p> <p>10 of directors of Sears?</p> <p>11 A. No, other than Eddie Lampert.</p> <p>12 Q. Okay. Did you have any</p> <p>13 discussions concerning this bid, again</p> <p>14 in the lead up to this bid being</p> <p>15 submitted on December the 28th, with any</p> <p>16 officers of Sears, or were the</p> <p>17 discussions entirely with the advisors</p> <p>18 that you mentioned from Weil, Lazard and</p> <p>19 MIII?</p> <p>20 A. So MIII has been integrated into</p> <p>21 the company for probably two and a half</p> <p>22 years, maybe longer. So it wouldn't</p> <p>23 have been unusual for me to have a call</p> <p>24 with MIII and there would be members of</p> <p>25 probably more often than not the finance</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 staff within Sears to be on that call as</p> <p>3 a part of a diligence call, more so a</p> <p>4 diligence call than a negotiation call.</p> <p>5 So not direct conversations, but</p> <p>6 certainly diligence conversations.</p> <p>7 Q. Are you aware, sir, that sometime</p> <p>8 at or around the petition date the</p> <p>9 debtors formed what I believe they</p> <p>10 referred to as a restructuring</p> <p>11 subcommittee of the board of directors?</p> <p>12 A. I am.</p> <p>13 Q. And I believe there is both a</p> <p>14 restructuring committee and a</p> <p>15 subcommittee of the restructuring</p> <p>16 committee; is that consistent with your</p> <p>17 understanding?</p> <p>18 A. It is.</p> <p>19 Q. Have you had -- well did you have</p> <p>20 any interactions with any members of the</p> <p>21 restructuring committee? And when I say</p> <p>22 restructuring committee, I'm going to</p> <p>23 include the subcommittee.</p> <p>24 A. Yep.</p> <p>25 Q. Just make sure you and I</p>

<p style="text-align: right;">Page 30</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 understand that.</p> <p>3 A. Got it.</p> <p>4 Q. Did you have interactions with</p> <p>5 any members of the restructuring</p> <p>6 committee leading up to the submission</p> <p>7 of the December the 28th bid letter?</p> <p>8 MR. BROMLEY: Objection, asked</p> <p>9 and answered. You can answer.</p> <p>10 A. I have had a conversation between</p> <p>11 October 15th and whatever yesterday's</p> <p>12 date was, or the date that our offer</p> <p>13 was, let's use the date that our offer</p> <p>14 was on the record at the auction as</p> <p>15 highest and best.</p> <p>16 Q. Okay.</p> <p>17 A. So between those two dates.</p> <p>18 Q. Yes.</p> <p>19 A. I did have a conversation or</p> <p>20 conversations with members of the</p> <p>21 restructuring committee. It feels like</p> <p>22 it's been one really long day between</p> <p>23 that period of time so it's very hard</p> <p>24 for me to tell you whether it was</p> <p>25 specifically before the 28th or after</p>	<p style="text-align: right;">Page 31</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the 28th, but hopefully that's helpful.</p> <p>3 Q. Can you identify the member or</p> <p>4 members of the restructuring committee</p> <p>5 with whom you had those conversations?</p> <p>6 A. I had a conversation at one point</p> <p>7 with Alan Carr, conversation at one</p> <p>8 point with Bill Transier, and had a</p> <p>9 conversation at one point with Ann</p> <p>10 Reese.</p> <p>11 Q. And let's take Mr. Carr in the</p> <p>12 first instance. Are you able to discern</p> <p>13 in your memory whether any of the</p> <p>14 conversations with Mr. Carr occurred</p> <p>15 once the auction that took place at Weil</p> <p>16 Gotshal's offices commenced?</p> <p>17 A. I don't recall having any direct</p> <p>18 conversation with him of substance once</p> <p>19 the auction commenced.</p> <p>20 Q. Same question with respect to Mr.</p> <p>21 Transier?</p> <p>22 A. I had a conversation with Mr.</p> <p>23 Transier. I don't recall whether it was</p> <p>24 before the auction commenced or</p> <p>25 afterwards.</p>
<p style="text-align: right;">Page 32</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. And what about with Ms. Reese, do</p> <p>3 you recall whether you had a</p> <p>4 conversation with her post commencement</p> <p>5 of auction?</p> <p>6 A. I did have a conversation that I</p> <p>7 recall with her after the commencement</p> <p>8 of the auction.</p> <p>9 Q. Do you recall the substance of</p> <p>10 that conversation?</p> <p>11 A. I do.</p> <p>12 Q. Please tell me.</p> <p>13 A. The day after we were declared as</p> <p>14 the highest and best on the record</p> <p>15 subject to documentation, the following</p> <p>16 day we were all in Weil Gotshal's</p> <p>17 offices to document the transaction. I</p> <p>18 had learned that sometime midmorning</p> <p>19 that the committee was concerned about a</p> <p>20 provision in the contract. I didn't</p> <p>21 make much of it in the morning because</p> <p>22 there were no senior members from Weil</p> <p>23 Gotshal in the offices. There were no</p> <p>24 members, senior members from Lazard in</p> <p>25 the offices. There were no members of</p>	<p style="text-align: right;">Page 33</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the restructuring committee in the</p> <p>3 offices as there had been in the</p> <p>4 previous three to four days.</p> <p>5 And so I didn't make much of the</p> <p>6 issue that was hallway talk.</p> <p>7 As the day went on it felt like</p> <p>8 this issue was gaining steam. And I</p> <p>9 found it odd that there was no one from</p> <p>10 the other side to actually discuss the</p> <p>11 issue. And my concern was that I didn't</p> <p>12 know if it was a manufactured issue or</p> <p>13 if it was a real issue.</p> <p>14 So I called Ann Reese to let her</p> <p>15 know that I'm hearing about this issue,</p> <p>16 I don't know what to make of it, don't</p> <p>17 know if she's aware of it, but I wanted</p> <p>18 her to be aware that this issue seems to</p> <p>19 be gaining steam. There's no one here</p> <p>20 in the building. And that was the</p> <p>21 extent of it.</p> <p>22 Q. What was the issue?</p> <p>23 A. The issue is, as a part of a</p> <p>24 package of this transaction, at some</p> <p>25 point there was a negotiation where ESL</p>

Page 34

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 assumed hundreds of millions of dollars  
3 of liabilities, or Transform Holdco, if  
4 you will. And as a part of assuming  
5 those liabilities, we had agreed that at  
6 the time of closing, if the first lien  
7 debt outstanding plus the junior DIP  
8 outstanding was less than \$1.2 billion,  
9 that Newco, or Transformco would get a  
10 dollar-for-dollar credit against the  
11 liabilities that we were assuming as a  
12 part of that negotiation.

13 On that last day where everything  
14 was subject to documentation, I believe  
15 Sunny Singh might have been in the  
16 office, I'm not entirely sure, I think  
17 that's where the issue was at least  
18 being communicated through him, that  
19 there was concern on someone's part  
20 regarding that \$1.2 billion provision.  
21 And that the entire deal may fall apart  
22 over that provision.

23 And given that there were no  
24 senior people in the office, it felt  
25 like this was a really high stakes poker

Page 36

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. At the time the auction concluded  
3 in the early hours of I assume the same  
4 day and ESL was declared the highest and  
5 best bid, was it -- strike that. Let me  
6 reask the question.

7 At the time ESL was declared the  
8 highest and best bidder, had the terms  
9 of the APA been finally agreed upon?

10 A. Yes.

11 Q. And was it your understanding at  
12 the time that the ESL bid was declared  
13 the winning bid, that if the first lien  
14 and the junior DIP was less than \$1.2  
15 billion in aggregate balance at the  
16 closing date that the buyer, Transform  
17 Holdco would get a dollar-for-dollar  
18 credit in the amount of that, whatever  
19 that delta is, against the liabilities  
20 that it was taking on under the APA?

21 A. That was my understanding.

22 Q. Subsequent to your conversation  
23 with Ann Reese, when did you next, if at  
24 all, have a conversation about that  
25 issue with any representative of the

Page 35

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 game to be playing.

3 And I wanted to make sure that at  
4 least one person of the restructuring  
5 committee was aware that there's an  
6 issue brewing so that something didn't  
7 just simply fall apart and no one knew  
8 about it.

9 Q. And was Ms. Reese aware of that  
10 issue when you called her?

11 A. I don't know.

12 Q. Did you reach her?

13 A. I did, and I specifically  
14 remember telling her, I'm going to make  
15 you aware of an issue that's brewing.  
16 I'm not asking you to comment on it.  
17 I'm not asking you to confirm it. I'm  
18 simply calling you to let you know that  
19 this issue is brewing. That's the  
20 purpose of my call. That's it.

21 Q. And what, if anything, did she  
22 say to you in response to hearing from  
23 you the nature of this issue?

24 A. I don't recall any explicit  
25 reaction.

Page 37

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 debtors?

3 A. Can you repeat that last part of  
4 your question?

5 Q. Sure.

6 A. I want to make sure I got the  
7 timing piece right.

8 Q. Sure. So you've testified that  
9 the day, or again the same day the  
10 auction concluded --

11 A. Right.

12 Q. -- you called Ms. Reese to alert  
13 her to this issue.

14 A. Right.

15 Q. Subsequent to that conversation  
16 with Ms. Reese, did you then speak with  
17 any other representative of the debtors  
18 or the restructuring committee  
19 concerning that same issue?

20 A. Certainly not with any other  
21 members of the restructuring committee.  
22 I made my views very clear to my lawyers  
23 at Cleary before I left that evening,  
24 which was sometime between 11 p.m. and 1  
25 a.m.

<p style="text-align: right;">Page 38</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 MR. BROMLEY: I caution you not</p> <p>3 to be disclosing any communications</p> <p>4 with counsel. If you need to, we can</p> <p>5 step out.</p> <p>6 A. I don't -- I do not recall having</p> <p>7 any other subsequent conversations with</p> <p>8 representatives or the debtors or the</p> <p>9 restructuring committee after that</p> <p>10 conversation.</p> <p>11 Q. And what, if anything, became of</p> <p>12 this issue as far as you are aware?</p> <p>13 A. As I mentioned earlier, my</p> <p>14 understanding is that the asset purchase</p> <p>15 agreement was signed, as you described</p> <p>16 it.</p> <p>17 Q. And so your understanding as you</p> <p>18 sit here today is that the way the asset</p> <p>19 purchase agreement works is if that DIP</p> <p>20 balance, the first lien plus the junior</p> <p>21 DIP, is less than 1.2 billion, the</p> <p>22 amount by which it is less operates as a</p> <p>23 credit dollar for dollar against</p> <p>24 liabilities that the buyer is assuming?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 39</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Did you ever come to learn, Mr.</p> <p>3 Kamlani, why it appeared to you that the</p> <p>4 restructuring committee had an issue</p> <p>5 with this provision in the APA?</p> <p>6 MR. BROMLEY: Objection,</p> <p>7 misstates testimony.</p> <p>8 Q. Let me rephrase the question.</p> <p>9 You testified earlier that you had heard</p> <p>10 that this issue that you have described</p> <p>11 with respect to the crediting against</p> <p>12 liabilities, I think your word was the</p> <p>13 word became an issue, right?</p> <p>14 A. Yes.</p> <p>15 Q. And did you ever --</p> <p>16 A. I was made to believe it was an</p> <p>17 issue.</p> <p>18 Q. By whom?</p> <p>19 A. I believe it was -- I believe it</p> <p>20 was Sunny Singh.</p> <p>21 Q. And did --</p> <p>22 A. But we actually have to check if</p> <p>23 he was in the office that day because if</p> <p>24 he wasn't then it wasn't Sunny Singh.</p> <p>25 Q. Whether it was Mr. Singh or</p>
<p style="text-align: right;">Page 40</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 somebody else, did you ever come to</p> <p>3 understand why this had become an issue?</p> <p>4 A. I was hearing things second and</p> <p>5 third hand.</p> <p>6 Q. And --</p> <p>7 A. So not in any definitive way.</p> <p>8 Q. What did you hear second and</p> <p>9 third hand? What did you understand, if</p> <p>10 you formed an understanding, the nature</p> <p>11 of the concern to be based on those</p> <p>12 second hand conversations?</p> <p>13 A. Based on the hearsay from which</p> <p>14 this information was coming to me, it</p> <p>15 was my understanding that the</p> <p>16 restructuring committee had concerns</p> <p>17 about this provision. But again, I</p> <p>18 didn't know what to make of it because</p> <p>19 no one from the restructuring committee</p> <p>20 or their senior lawyers or their senior</p> <p>21 bankers were around to have the</p> <p>22 discussion with me.</p> <p>23 Q. Well if the aggregate amounts due</p> <p>24 under the first lien and the junior DIP</p> <p>25 are less than \$1.2 billion as of the</p>	<p style="text-align: right;">Page 41</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 closing date, doesn't that mean that the</p> <p>3 aggregate consideration coming from</p> <p>4 Transform Holdco goes down?</p> <p>5 A. What it means is we shouldn't</p> <p>6 have assumed the amount of liabilities</p> <p>7 that we were being asked to assume.</p> <p>8 Q. Let me -- we will get to the</p> <p>9 liability question. I'm just first with</p> <p>10 respect to consideration at closing. So</p> <p>11 you agree with me that if the DIP</p> <p>12 balance, and just shorthand when I say</p> <p>13 DIP balance I mean first lien and the</p> <p>14 junior DIP, okay, do you understand</p> <p>15 that?</p> <p>16 A. The \$1.2 billion.</p> <p>17 Q. The 1.2.</p> <p>18 A. Yes. Total amount of first lien</p> <p>19 plus junior DIP.</p> <p>20 Q. So that is an obligation that the</p> <p>21 buyer assumes as of the closing date,</p> <p>22 correct?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay. If that obligation is not</p> <p>25 1.2 but is instead 1.1 --</p>

Page 42	Page 43
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Actually let's back up.</p> <p>3 Q. Sure.</p> <p>4 A. It is not an obligation that we</p> <p>5 assume at the closing date.</p> <p>6 Q. How would you characterize it?</p> <p>7 A. I would characterize it as</p> <p>8 proceeds of the transaction will pay</p> <p>9 down first lien debt. The buyer will</p> <p>10 not assume the first lien debt.</p> <p>11 Q. Fair enough.</p> <p>12 A. The buyer will assume the junior</p> <p>13 DIP outstanding through some mechanism</p> <p>14 that I cannot describe, but ultimately</p> <p>15 will end up on Transform Holdco's</p> <p>16 balance sheet.</p> <p>17 Q. So would it be a fair</p> <p>18 characterization that whatever the</p> <p>19 mechanics may be, the deal is that the</p> <p>20 buyer will assume that \$1.2 billion in</p> <p>21 obligations, the total amount of the</p> <p>22 first lien and the junior DIP?</p> <p>23 MR. BROMLEY: Objection,</p> <p>24 misstates testimony.</p> <p>25 A. No. No. I'll repeat myself.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Sure.</p> <p>3 A. The proceeds generated from our</p> <p>4 financing sources will be used to pay</p> <p>5 down the first lien debt outstanding.</p> <p>6 And as a part of our asset purchase</p> <p>7 agreement, Transform Holdco has agreed</p> <p>8 to effectively assume the junior DIP</p> <p>9 balance on to its balance sheet.</p> <p>10 Q. And the aggregate of those two</p> <p>11 amounts, proceeds used to pay down the</p> <p>12 first lien and junior DIPing assumed</p> <p>13 cannot assume \$1.2 billion, correct?</p> <p>14 A. Correct, in aggregate.</p> <p>15 Q. Okay. Now do you agree with me</p> <p>16 that if that aggregate amount is not</p> <p>17 \$1.2 billion but is instead \$1.1</p> <p>18 billion, that there's \$100 million less</p> <p>19 either in proceeds being used to pay</p> <p>20 down the first lien or in the second</p> <p>21 lien being assumed by Transformco?</p> <p>22 A. Yes, which means that the</p> <p>23 liabilities that we agreed to assume</p> <p>24 would have been a hundred million</p> <p>25 dollars too high.</p>
Page 44	Page 45
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. So what I'm trying to understand</p> <p>3 is why do you draw a connection between</p> <p>4 the proceeds coming into the estate to</p> <p>5 pay down the first lien and the</p> <p>6 assumption of the junior DIP on the one</p> <p>7 hand, and liabilities on the other?</p> <p>8 A. So this transaction was not put</p> <p>9 together in an hour or a day. The final</p> <p>10 transaction was a negotiation that took</p> <p>11 a course over several days if not weeks</p> <p>12 to land in a final spot.</p> <p>13 Along the way in that negotiation</p> <p>14 there was several discussions about</p> <p>15 Transformco assuming the liabilities of</p> <p>16 the estate.</p> <p>17 The estate was concerned that --</p> <p>18 let me rephrase.</p> <p>19 During the discussions with</p> <p>20 respect to TransformCo's willingness to</p> <p>21 take over liabilities of the estate, the</p> <p>22 representatives of the estate provided</p> <p>23 us with their view on what their debt</p> <p>24 balances were going to be at closing and</p> <p>25 what their cash was going to be at</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 closing.</p> <p>3 Rather than debate them on what</p> <p>4 the debt balances were going to be at</p> <p>5 closing, we agreed to just take their</p> <p>6 numbers for face value.</p> <p>7 And so the context here is very,</p> <p>8 very important. And the context was</p> <p>9 that we would take the liabilities that</p> <p>10 they were asking us to take because they</p> <p>11 were showing us debt balances that would</p> <p>12 not allow them to satisfy those</p> <p>13 liabilities on their own, if in fact</p> <p>14 their debt balances turned out to be</p> <p>15 correct.</p> <p>16 So in order to make sure that we</p> <p>17 entered into a transaction that was fair</p> <p>18 for both sides, if their debt balances</p> <p>19 turned out to be correct, and we take</p> <p>20 the liabilities, no adjustment is</p> <p>21 needed.</p> <p>22 However, we're not going to have</p> <p>23 the benefit of hindsight until after the</p> <p>24 closing date or at the closing date.</p> <p>25 So if their debt balances are</p>

<p style="text-align: right;">Page 46</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 incorrect and they actually turn out to</p> <p>3 be lower than \$1.2 billion, and had we</p> <p>4 known that X-weeks ago, then we wouldn't</p> <p>5 have taken on the liabilities that they</p> <p>6 asked us to take because they would have</p> <p>7 had the cash to satisfy those</p> <p>8 liabilities on their own. But they did</p> <p>9 not want to take that risk.</p> <p>10 The committee, as conveyed by the</p> <p>11 advisors, is that they were extremely</p> <p>12 risk averse to being in a position of</p> <p>13 having liabilities that they could not</p> <p>14 satisfy.</p> <p>15 We are in the business of taking</p> <p>16 risk. So we were willing to take that</p> <p>17 risk with the caveat that if it turns</p> <p>18 out that you would have had the cash to</p> <p>19 satisfy those liabilities, then in fact</p> <p>20 we should have a credit because we would</p> <p>21 know that at the closing table when we</p> <p>22 don't know it now.</p> <p>23 Q. And at the time these</p> <p>24 negotiations were taking place did you</p> <p>25 have an understanding as to the</p>	<p style="text-align: right;">Page 47</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 aggregate dollar amount of the</p> <p>3 liabilities that you say were being</p> <p>4 assumed by the buyer?</p> <p>5 A. I had an understanding of what we</p> <p>6 were willing to assume.</p> <p>7 Q. And what was that understanding?</p> <p>8 A. It's not clear to me that we ever</p> <p>9 had a good understanding of the</p> <p>10 aggregate liabilities that they were</p> <p>11 looking at. I don't think they ever</p> <p>12 wanted to share that with us.</p> <p>13 Q. And how much was ESL willing to</p> <p>14 assume, the buyer willing to assume?</p> <p>15 A. Well through the course of these</p> <p>16 negotiations, depending on the week, we</p> <p>17 assumed more and more and more and more</p> <p>18 liabilities. So without a document in</p> <p>19 front of me, it's very difficult for me</p> <p>20 to tell you on what day what liability</p> <p>21 we assumed because every week we were</p> <p>22 assuming more and more liabilities.</p> <p>23 Q. But with respect to the final</p> <p>24 form of APA that was ultimately agreed</p> <p>25 to and declared the highest and best, do</p>
<p style="text-align: right;">Page 48</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 you have a recollection of an aggregate</p> <p>3 dollar amount of liability that the</p> <p>4 buyer was prepared to assume?</p> <p>5 MR. BROMLEY: So wait, you're</p> <p>6 talking about in general not with</p> <p>7 respect to this particular exercise?</p> <p>8 Q. I'm talking about in general</p> <p>9 without respect to categories of</p> <p>10 liabilities, in aggregate amount, do you</p> <p>11 have a recollection of, as you just</p> <p>12 said, what ESL, what the buyer was</p> <p>13 prepared to assume in liabilities?</p> <p>14 A. The asset purchase agreement I</p> <p>15 believe documents in fairly granular</p> <p>16 detail exactly what liabilities we</p> <p>17 assumed. So I'd rather not speculate</p> <p>18 and test my memory on exactly what the</p> <p>19 number is.</p> <p>20 Q. Okay. We'll come back to that.</p> <p>21 Just going back then to this day</p> <p>22 where you had the conversation with Ms.</p> <p>23 Reese, am I right from your testimony</p> <p>24 that nobody from the company or the</p> <p>25 restructuring committee came back to you</p>	<p style="text-align: right;">Page 49</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 seeking to try to renegotiate this</p> <p>3 provision of the asset purchase</p> <p>4 agreement that we've been talking about,</p> <p>5 correct?</p> <p>6 A. Not to me.</p> <p>7 Q. Okay. Now, at the time of the</p> <p>8 bid letter, December the 28th, that's</p> <p>9 the letter that I've put in front of</p> <p>10 you, do you have a recollection of how</p> <p>11 many -- how many stores ESL as the buyer</p> <p>12 was proposing to acquire?</p> <p>13 A. In the interests of time do you</p> <p>14 recall if the store number is in this</p> <p>15 letter somewhere?</p> <p>16 Q. You know, I don't. But why don't</p> <p>17 we try it this way because we are very</p> <p>18 short on time.</p> <p>19 Do you recall --</p> <p>20 A. Well it says here 425. It says</p> <p>21 purchased assets were -- the purchased</p> <p>22 assets would include the go-forward</p> <p>23 retail footprint of approximately 425</p> <p>24 stores.</p> <p>25 Q. And do you recall generally, Mr.</p>

Page 50	Page 51
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Kamlani, that there was a period of time</p> <p>3 predating this letter where ESL was</p> <p>4 interested in acquiring a footprint of</p> <p>5 505 stores?</p> <p>6 A. I do.</p> <p>7 Q. And describe for me, if you could</p> <p>8 please, if you know, how we ended up</p> <p>9 from, going from a 505 store footprint</p> <p>10 that the buyer was initially interested</p> <p>11 in, to the 425 that we have in the APA?</p> <p>12 A. The debtors called ESL up at some</p> <p>13 point in time to find out if they closed</p> <p>14 another 80 stores, would we still be</p> <p>15 interested in being a going concern</p> <p>16 bidder for 425 stores, or would we walk</p> <p>17 away, such that there would be no bidder</p> <p>18 left.</p> <p>19 Q. With whom did that conversation</p> <p>20 occur, if you know?</p> <p>21 A. I know I had that conversation</p> <p>22 with Mo Meghji at some point.</p> <p>23 Q. Okay.</p> <p>24 A. I don't know if Brandon Aebersold</p> <p>25 at Lazard called me on a different</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 occasion to have the same conversation.</p> <p>3 I don't remember that.</p> <p>4 Q. And what was ESL's response?</p> <p>5 A. That we would continue to review</p> <p>6 the acquisition a 425 store footprint.</p> <p>7 Q. And in terms of the business</p> <p>8 rationale for ESL of making this</p> <p>9 acquisition, was the reduction of 80</p> <p>10 stores in the footprint a significant</p> <p>11 item?</p> <p>12 A. It was significant.</p> <p>13 Q. How so?</p> <p>14 A. It was a reduction in almost 20</p> <p>15 percent of the store base.</p> <p>16 Q. So what did ESL do in response to</p> <p>17 being informed by the company that they</p> <p>18 wanted to reduce the store count by 80?</p> <p>19 A. We recalibrated our purchase</p> <p>20 price.</p> <p>21 Just for the record, there were</p> <p>22 other items that were moving at the</p> <p>23 time. That was not the only variable</p> <p>24 that drove a recalibration of the</p> <p>25 purchase price. That was one of a few.</p>
Page 52	Page 53
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. And in the course of the</p> <p>3 negotiations that took place with the</p> <p>4 company during and outside of the formal</p> <p>5 auction, what role if any, did Cyrus</p> <p>6 play?</p> <p>7 MR. BROMLEY: Objection,</p> <p>8 foundation.</p> <p>9 A. A very, very minor role.</p> <p>10 Q. Can you describe what that role</p> <p>11 was?</p> <p>12 A. Their only real interest, as</p> <p>13 communicated to me, was making sure that</p> <p>14 the junior DIP was satisfied in its</p> <p>15 entirety as a part of any transaction.</p> <p>16 Q. Did Cyrus attend the auction?</p> <p>17 A. I can't recall if I saw Steve</p> <p>18 Friedheim at the auction or not. He may</p> <p>19 have been there. His counsel Milbank</p> <p>20 was certainly there.</p> <p>21 Q. And, Mr. Kamlani, if this</p> <p>22 transaction closes, are you -- would</p> <p>23 that trigger an entitlement on your part</p> <p>24 to any sort of incentive compensation or</p> <p>25 bonus or other compensation outside of</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the ordinary course of ESL?</p> <p>3 A. No.</p> <p>4 Q. You're aware of course, sir, that</p> <p>5 the bid here includes a credit bid by</p> <p>6 ESL of certain of its debt, correct?</p> <p>7 A. Yes.</p> <p>8 Q. Has ESL allocated the aggregate</p> <p>9 purchase price that it is paying in this</p> <p>10 deal among the various buckets of assets</p> <p>11 that it is acquiring?</p> <p>12 A. Can you clarify your question?</p> <p>13 Q. Sure. We know that what the</p> <p>14 aggregate consideration is that is going</p> <p>15 from the buyer to the seller. You</p> <p>16 understand that, right?</p> <p>17 A. Yes.</p> <p>18 Q. So my question is has the buyer,</p> <p>19 and let's talk first just internally,</p> <p>20 has the buyer allocated in any way that</p> <p>21 purchase price among the various assets</p> <p>22 that it is acquiring?</p> <p>23 A. It has not.</p> <p>24 Q. Is that something that the buyer</p> <p>25 intends to do?</p>

Page 54	Page 55
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. No, but let me be very specific.</p> <p>3 Q. Sure.</p> <p>4 A. So by virtue of credit bidding,</p> <p>5 we know we're credit bidding for</p> <p>6 inventory because you can only credit</p> <p>7 bid second lien debt for inventory. We</p> <p>8 know what we're credit bidding for as</p> <p>9 relates to real estate.</p> <p>10 So there are cases where you can</p> <p>11 look at the credit bid and associate it</p> <p>12 with a certain asset. But as an</p> <p>13 example, if you take an asset like</p> <p>14 Innovell, there's no allocation on any</p> <p>15 schedule that I'm aware of that says</p> <p>16 within our \$5.2 billion bid we've</p> <p>17 allocated Y value to Innovell.</p> <p>18 So the most accurate answer is,</p> <p>19 because credit bidding is a component of</p> <p>20 this, for some assets value is ascribed</p> <p>21 by virtue of credit bidding, and when</p> <p>22 there is not credit bidding, there isn't</p> <p>23 any value ascribed because there's no</p> <p>24 reason to do so.</p> <p>25 MR. QURESHI: Let's mark as UCC</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Exhibit 3 a document called Material</p> <p>3 Terms of the Successful Bid. It was</p> <p>4 filed on the docket in these cases as</p> <p>5 docket number 1730.</p> <p>6 (Exhibit 3, document entitled</p> <p>7 Material Terms of the Successful Bid</p> <p>8 filed on docket 1730 was marked for</p> <p>9 identification.)</p> <p>10 Q. Mr. Kamlani, take a look and tell</p> <p>11 me please if you've ever seen this</p> <p>12 exhibit before?</p> <p>13 A. I've not looked at this exhibit</p> <p>14 before.</p> <p>15 Q. I will represent to you that it's</p> <p>16 a summary of the Material Terms of the</p> <p>17 Successful Bid that was prepared by the</p> <p>18 debtors and filed with the bankruptcy</p> <p>19 court. In the interest of time and</p> <p>20 given the limits that your counsel has</p> <p>21 placed on this deposition, I'd like to</p> <p>22 use this document instead of the APA.</p> <p>23 And in particular, direct your attention</p> <p>24 to page 3. And page 3, you see on the</p> <p>25 left side it says purchase price and</p>
Page 56	Page 57
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 then below that section 3.1?</p> <p>3 MR. BROMLEY: This is the fourth</p> <p>4 page of the document.</p> <p>5 Q. I'm sorry, yes?</p> <p>6 MR. BROMLEY: Fourth page of the</p> <p>7 exhibit, third page of the document.</p> <p>8 A. So at the bottom of the page is a</p> <p>9 page number. What page should I be</p> <p>10 looking at?</p> <p>11 Q. 3. And if you look in that</p> <p>12 section paragraph B says subject to</p> <p>13 bankruptcy court approval, the credit</p> <p>14 bid pursuant to section 363 of the</p> <p>15 bankruptcy code, and then it's got four</p> <p>16 subparagraphs. You see that?</p> <p>17 A. Yes.</p> <p>18 Q. If for any reason, by the way,</p> <p>19 you think this is inaccurate let me know</p> <p>20 and we'll get out the asset purchase</p> <p>21 agreement.</p> <p>22 A. Okay.</p> <p>23 Q. What I'd like to understand, sir,</p> <p>24 let's look at romanette i that refers to</p> <p>25 a credit bid of approximately \$231</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 million on account of the IP/ground</p> <p>3 lease term loan facility. Do you see</p> <p>4 that?</p> <p>5 A. I do.</p> <p>6 Q. Is it your understanding that</p> <p>7 that is an amount that the buyer is</p> <p>8 credit bidding?</p> <p>9 A. Yes.</p> <p>10 Q. And what assets is the buyer</p> <p>11 credit bidding for on account of that</p> <p>12 \$231 million?</p> <p>13 A. A certain number of ground lease</p> <p>14 that serves -- ground leases that serve</p> <p>15 as collateral under this loan, as well</p> <p>16 as all of the IP in the company,</p> <p>17 excluding Kenmore and DieHard.</p> <p>18 Q. And has the buyer valued those</p> <p>19 assets?</p> <p>20 A. Not to my knowledge.</p> <p>21 Q. Has the debtor, at any point in</p> <p>22 the course of these negotiations, asked</p> <p>23 the buyer to allocate the value that it</p> <p>24 ascribes to the assets for which it is</p> <p>25 credit bidding on account of this \$231</p>



Page 58	Page 59
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 million?</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. Is the buyer able to identify</p> <p>5 with specificity the particular ground</p> <p>6 leases for which it is credit bidding</p> <p>7 this \$231 million?</p> <p>8 A. We do know what leases serve as</p> <p>9 collateral under this \$231 million</p> <p>10 facility.</p> <p>11 Q. Is it all of the leases that you</p> <p>12 are credit bidding for or is it only a</p> <p>13 subset of the leases?</p> <p>14 A. It's somewhere between 13 and 17</p> <p>15 specific leases.</p> <p>16 Q. And why do you say it's somewhere</p> <p>17 between 13 and 17 leases?</p> <p>18 A. Because my memory tells me it's</p> <p>19 15 and 13 to 17 sounds like a good range</p> <p>20 when I think it's 15.</p> <p>21 Q. So you just can't remember the</p> <p>22 specific number?</p> <p>23 A. That's correct.</p> <p>24 Q. But your understanding is that</p> <p>25 the buyer is credit bidding for all of</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the ground leases that serve as</p> <p>3 collateral for that loan?</p> <p>4 A. As well as the IP.</p> <p>5 Q. As well as the IP. Is it your</p> <p>6 understanding that the ground leases and</p> <p>7 the IP together have an aggregate value</p> <p>8 of more than \$231 million, or do you not</p> <p>9 know?</p> <p>10 A. I don't know what the value of</p> <p>11 that IP and those ground leases are</p> <p>12 today.</p> <p>13 Q. Do you know if it's more or less</p> <p>14 than \$231 million?</p> <p>15 A. I don't.</p> <p>16 Q. In the course of negotiating the</p> <p>17 APA, did the company, the debtors ever</p> <p>18 articulate to you their view as to the</p> <p>19 value of the ground leases or the</p> <p>20 intellectual property?</p> <p>21 A. They did not.</p> <p>22 Q. Let's move on to romanette ii.</p> <p>23 Romanette ii refers to obligations held</p> <p>24 by buyer and its affiliates as of the</p> <p>25 closing date under the FILO facility.</p>
Page 60	Page 61
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Do I understand correctly, sir, that the</p> <p>3 buyer is credit bidding approximately</p> <p>4 \$125 of its debt under the FILO</p> <p>5 facility?</p> <p>6 A. Yes, but just to be clear with</p> <p>7 respect to the IP ground leases and the</p> <p>8 FILO facility, ESL does not today</p> <p>9 control 100 percent of those facilities.</p> <p>10 The answer is yes.</p> <p>11 Q. And the \$231 million just to go</p> <p>12 back to the intellectual property ground</p> <p>13 leases, is that just ESL's portion of</p> <p>14 the facility?</p> <p>15 A. I believe it's the aggregate but</p> <p>16 we should check the documents.</p> <p>17 Q. And assuming that it is the</p> <p>18 aggregate, do you have any understanding</p> <p>19 as to whether the other holders of that</p> <p>20 debt in addition to ESL will also seek</p> <p>21 to credit bid it?</p> <p>22 A. With respect to the 231, they</p> <p>23 will not be credit bidding their piece.</p> <p>24 Q. And do you know approximately</p> <p>25 what percentage of the 231 ESL holds or</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 its affiliates?</p> <p>3 A. Roughly 185 to \$190 million of</p> <p>4 it.</p> <p>5 Q. So do I understand correctly then</p> <p>6 that approximately 185 to 190 million is</p> <p>7 what is being credit bid on account of</p> <p>8 the IP and the ground lease term loan</p> <p>9 facility?</p> <p>10 A. ESL plans to take the</p> <p>11 differential between that 231 and what</p> <p>12 we hold today and buy the remaining</p> <p>13 piece that's outstanding and then credit</p> <p>14 bid the entire facility.</p> <p>15 Q. Ah, I see. And is ESL's</p> <p>16 acquisition of that differential, is</p> <p>17 that something that needs to occur prior</p> <p>18 to the closing date?</p> <p>19 A. I don't know on the mechanics as</p> <p>20 to how that will work.</p> <p>21 Q. Do you know who the holders are</p> <p>22 of that amount, the differential between</p> <p>23 the 231 and what ESL presently holds?</p> <p>24 A. I do.</p> <p>25 Q. Who's holding it?</p>

Page 62	Page 63
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Cyrus.</p> <p>3 Q. Ah, okay. And Cyrus has agreed</p> <p>4 that it will sell it to ESL?</p> <p>5 A. Yes.</p> <p>6 Q. At what price?</p> <p>7 A. Par plus accrued interest.</p> <p>8 Q. And does ESL have the financing</p> <p>9 in place to make that acquisition?</p> <p>10 A. Yes.</p> <p>11 Q. Is that third-party financing or</p> <p>12 is it resources that ESL has at hand?</p> <p>13 A. Resources at hand.</p> <p>14 Q. Okay. Moving on then to the FILO</p> <p>15 facility. Do I understand correctly</p> <p>16 that the buyer is credit bidding \$125</p> <p>17 million of the FILO facility?</p> <p>18 A. Yes. Same discussion with the</p> <p>19 ground lease facility; there are other</p> <p>20 holders of the FILO.</p> <p>21 Q. What percentage of the FILO does</p> <p>22 ESL hold, approximately?</p> <p>23 A. 70 to 75 million.</p> <p>24 Q. And do you know who owns the</p> <p>25 rest?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Great American owns a piece and</p> <p>3 Tommy Tisch owns a piece.</p> <p>4 Q. And have Great American -- I'm</p> <p>5 sorry. Great American and Tommy Tisch</p> <p>6 and ESL in the aggregate control all of</p> <p>7 it?</p> <p>8 A. Correct.</p> <p>9 Q. Okay.</p> <p>10 A. To the best of my knowledge, yes.</p> <p>11 Q. And has Great American agreed to</p> <p>12 sell its piece of that FILO facility to</p> <p>13 ESL?</p> <p>14 A. I've not in a discussion with</p> <p>15 Great American about how the mechanics</p> <p>16 would work at the closing table.</p> <p>17 Q. So you don't know whether Great</p> <p>18 American will be willing to sell that</p> <p>19 piece or not?</p> <p>20 A. I do not.</p> <p>21 Q. Has Great American to your</p> <p>22 knowledge agreed to credit bid that</p> <p>23 piece?</p> <p>24 A. I do not believe they will be</p> <p>25 credit bidding that piece.</p>
Page 64	Page 65
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Okay. Do you know -- so ESL I</p> <p>3 believe you said controls 70 to 75</p> <p>4 million?</p> <p>5 A. Correct.</p> <p>6 Q. Of that \$125 million facility.</p> <p>7 How much, if you know, does Great</p> <p>8 American hold?</p> <p>9 A. I think it's 30 million.</p> <p>10 Q. And so your understanding is</p> <p>11 Great American does not intend to credit</p> <p>12 bid its \$30 million of the FILO, and has</p> <p>13 also not agreed to sell that piece to</p> <p>14 ESL, correct?</p> <p>15 A. No, not correct. I believe that</p> <p>16 they are not interested in credit</p> <p>17 bidding your piece.</p> <p>18 Q. Okay.</p> <p>19 A. I do not know where they stand</p> <p>20 with respect to ultimately selling their</p> <p>21 piece or not selling their piece.</p> <p>22 Q. What happens at the closing date</p> <p>23 should Great American decide that it is</p> <p>24 not willing to sell that piece of the</p> <p>25 FILO facility to the buyer?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. May I talk to counsel for a</p> <p>3 minute?</p> <p>4 Q. We'll come back to it.</p> <p>5 A. Okay.</p> <p>6 Q. Absent talking to counsel, you</p> <p>7 don't know I take it?</p> <p>8 MR. BROMLEY: Well we have to</p> <p>9 have a conversation to understand</p> <p>10 that.</p> <p>11 Q. Well you're not able to answer</p> <p>12 the question?</p> <p>13 A. I'm not able to answer the</p> <p>14 question.</p> <p>15 Q. Okay, that's what I need to know.</p> <p>16 If Great American declines to sell</p> <p>17 its piece to the buyer and declines to</p> <p>18 credit bid it, would that be a \$30</p> <p>19 million obligation that the buyer would</p> <p>20 then need to satisfy at closing?</p> <p>21 A. My understanding is that there</p> <p>22 are various alternatives beyond the two</p> <p>23 that you've mentioned, and so I can't</p> <p>24 confirm what you just said without</p> <p>25 getting an understanding from my counsel</p>

<p style="text-align: right;">Page 66</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 as to what those other alternatives are.</p> <p>3 Q. And without talking to counsel</p> <p>4 you're not able to tell me what those</p> <p>5 other alternatives are?</p> <p>6 MR. BROMLEY: That's what he</p> <p>7 said.</p> <p>8 A. I don't know because I don't know</p> <p>9 what the alternatives are other than</p> <p>10 they're out there.</p> <p>11 Q. Okay, that's what I needed to</p> <p>12 know.</p> <p>13 With respect to Tommy Tisch, do</p> <p>14 you have an understanding with Tommy</p> <p>15 Tisch as to whether he is willing to</p> <p>16 sell to ESL his piece of the \$125</p> <p>17 million FILO facility?</p> <p>18 A. It's my understanding that Mr.</p> <p>19 Tisch will be credit bidding alongside</p> <p>20 us.</p> <p>21 Q. Okay. And whatever the aggregate</p> <p>22 amount of that credit bid for the FILO</p> <p>23 facility ends up being, for which assets</p> <p>24 is the buyer credit bidding on account</p> <p>25 of the FILO facility?</p>	<p style="text-align: right;">Page 67</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Inventory and receivables under</p> <p>3 the ABL.</p> <p>4 Q. And what is the value of the</p> <p>5 inventory and receivables for which the</p> <p>6 buyer is credit bidding the FILO</p> <p>7 facility?</p> <p>8 A. Leaving the Great American piece</p> <p>9 aside for a moment?</p> <p>10 Q. Correct.</p> <p>11 A. Either 90 million or 125 million.</p> <p>12 Sorry, 95 million or 125 million,</p> <p>13 depending on what happens with the Great</p> <p>14 American piece.</p> <p>15 Q. Well, do you have an</p> <p>16 understanding of the aggregate value of</p> <p>17 inventory and receivables held by the</p> <p>18 company?</p> <p>19 A. I do.</p> <p>20 Q. What's that number?</p> <p>21 A. Roughly, \$1.65 billion is the</p> <p>22 number in the APA as it relates to the</p> <p>23 inventory and receivables that need to</p> <p>24 be delivered at closing.</p> <p>25 Q. And of that whatever portion of</p>
<p style="text-align: right;">Page 68</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the FILO ends up -- so the Great</p> <p>3 American piece aside, your understanding</p> <p>4 is that you are credit bidding for</p> <p>5 inventory and receivables up to whatever</p> <p>6 the total amount is that's credit bid?</p> <p>7 A. Correct.</p> <p>8 Q. Let's talk then about the real</p> <p>9 estate loan which is the next enumerated</p> <p>10 item in this exhibit. Do you</p> <p>11 understand, sir, that the buyer is</p> <p>12 proposing to credit bid \$544 million of</p> <p>13 what is referred to here as the real</p> <p>14 estate loan 2020?</p> <p>15 A. Yes.</p> <p>16 Q. And how much of that real estate</p> <p>17 loan is held by ESL?</p> <p>18 A. I don't know off the top of my</p> <p>19 head.</p> <p>20 Q. Do you know -- do you believe</p> <p>21 there to be other holders of that real</p> <p>22 estate loan beyond ESL or its</p> <p>23 affiliates?</p> <p>24 A. Yes, Cascade owns a piece of that</p> <p>25 real estate.</p>	<p style="text-align: right;">Page 69</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Does anybody other than Cascade?</p> <p>3 A. Not to my knowledge.</p> <p>4 Q. Do you have an approximate order</p> <p>5 of magnitude of what you think Cascade</p> <p>6 might own?</p> <p>7 A. Pro forma for the U-Haul</p> <p>8 transaction which just closed, I believe</p> <p>9 that number is in the 70 to \$75 million</p> <p>10 range.</p> <p>11 Q. And do you have an understanding</p> <p>12 of whether Cascade intends to credit bid</p> <p>13 that amount?</p> <p>14 A. I do not believe they intend to</p> <p>15 credit bid that amount.</p> <p>16 Q. Do you have an understanding of</p> <p>17 whether Cascade intends to sell its</p> <p>18 piece to ESL?</p> <p>19 A. I believe there is an</p> <p>20 understanding, yes, that they will sell</p> <p>21 it to us.</p> <p>22 Q. Do you know whether ESL's</p> <p>23 acquisition of Cascade's piece of this</p> <p>24 real estate loan needs to be consummated</p> <p>25 prior to the closing date?</p>

Page 70	Page 71
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I believe that will happen at or</p> <p>3 prior to closing.</p> <p>4 Q. And what is the source of funds</p> <p>5 that ESL intends to use to purchase the</p> <p>6 Cascade piece of the real estate loan?</p> <p>7 A. ESL's cash.</p> <p>8 Q. So no third party financing used</p> <p>9 for that purpose?</p> <p>10 A. Not to my knowledge.</p> <p>11 Q. And for which assets is ESL</p> <p>12 credit bidding on account of its holding</p> <p>13 of the real estate loan?</p> <p>14 A. In romanette iii?</p> <p>15 Q. Yes.</p> <p>16 A. For the real estate collateral</p> <p>17 that underlies this specific loan.</p> <p>18 Q. And what is the value of that</p> <p>19 real estate collateral?</p> <p>20 A. I don't know the specific value</p> <p>21 of that collateral off the top of my</p> <p>22 head.</p> <p>23 Q. Well do you know whether that</p> <p>24 collateral is something that ESL or the</p> <p>25 buyer valued in connection with its bid?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. We have not valued it. The last</p> <p>3 time we ordered an appraisal on the real</p> <p>4 estate was well over a year ago.</p> <p>5 Q. And well over a year ago, do you</p> <p>6 have a recollection of what the value of</p> <p>7 the real estate was that serves as</p> <p>8 collateral for this loan?</p> <p>9 A. Not off the top of my head. We</p> <p>10 have it but I just don't know off the</p> <p>11 top of my head.</p> <p>12 Q. Do you know if the debtors have a</p> <p>13 view as to what the value is of the real</p> <p>14 estate that serves as collateral for</p> <p>15 that real estate loan 2020?</p> <p>16 A. I don't know if they have a view</p> <p>17 or not.</p> <p>18 Q. Do you know one way or the other</p> <p>19 whether the value of that collateral is</p> <p>20 more or less than \$544 million?</p> <p>21 A. Well we just ordered appraisals</p> <p>22 two days ago which will be in in the</p> <p>23 next four to five weeks. And once those</p> <p>24 appraisals are in, we'll have a view.</p> <p>25 Q. And who's conducting those</p>
Page 72	Page 73
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 appraisals?</p> <p>3 A. Cushman &amp; Wakefield.</p> <p>4 Q. When you say we ordered</p> <p>5 appraisals, do you mean the buyer?</p> <p>6 A. Yes.</p> <p>7 Q. Let's move on to romanette iv.</p> <p>8 Romanette iv refers to second lien term</p> <p>9 loan and second lien line of credit</p> <p>10 facility and second lien PIK note</p> <p>11 obligations in the aggregate amount</p> <p>12 \$433,450,000. Do you see that?</p> <p>13 A. I do.</p> <p>14 Q. Is it your understanding that the</p> <p>15 buyer intends to credit bid that amount</p> <p>16 of second lien obligations?</p> <p>17 A. We intend to credit bid the</p> <p>18 amount that we hold.</p> <p>19 Q. And how much of that 433 million</p> <p>20 approximately does ESL hold?</p> <p>21 A. Roughly, \$350 million of this 433</p> <p>22 belongs to ESL.</p> <p>23 Q. And do you have an understanding</p> <p>24 of who controls the balance of the</p> <p>25 second lien obligations?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Second largest holder is Cyrus.</p> <p>3 Tommy Tisch owns a piece. And I do not</p> <p>4 know who is the remainder.</p> <p>5 Q. Cyrus, Tisch and ESL in the</p> <p>6 aggregate, do you have an understanding</p> <p>7 of what percentage of those overall</p> <p>8 obligations the three of you control?</p> <p>9 A. The vast majority.</p> <p>10 Q. And do you have an understanding</p> <p>11 as to whether Cyrus intends to credit</p> <p>12 bid its piece of the second lien?</p> <p>13 A. It's my understanding that they</p> <p>14 will.</p> <p>15 Q. And what about Mr. Tisch?</p> <p>16 A. It's my understanding that he</p> <p>17 will.</p> <p>18 Q. Is there to your knowledge any</p> <p>19 sort of contractual commitment by Cyrus</p> <p>20 that it will credit bid its amount?</p> <p>21 A. I don't know the answer to that.</p> <p>22 Q. Would that be true with respect</p> <p>23 to the other buckets of debt that we've</p> <p>24 gone through where Cyrus holds a piece,</p> <p>25 that you don't know one way or the other</p>

Page 74	Page 75
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 whether Cyrus is contractually obligated</p> <p>3 to credit bid?</p> <p>4 A. So where they hold a piece of</p> <p>5 debt, I know the documents have been</p> <p>6 signed with Cyrus. Sitting here today I</p> <p>7 couldn't tell you definitively whether</p> <p>8 any of those documents address the issue</p> <p>9 that you've raised.</p> <p>10 Q. Would the same be true of Mr.</p> <p>11 Tisch's holdings?</p> <p>12 A. Correct.</p> <p>13 Q. And for which assets is the buyer</p> <p>14 -- for which assets is ESL credit</p> <p>15 bidding on account of its second lien</p> <p>16 obligations?</p> <p>17 A. The inventory and receivables as</p> <p>18 described in the asset purchase</p> <p>19 agreement.</p> <p>20 Q. And has ESL or has the buyer</p> <p>21 conducted any sort of a valuation of the</p> <p>22 inventory and receivables for which it</p> <p>23 is credit bidding its second lien</p> <p>24 obligations?</p> <p>25 A. We have not.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. As you sit here today, do you</p> <p>3 have any understanding of what the value</p> <p>4 of that inventory and receivables is?</p> <p>5 A. Based on our experience with the</p> <p>6 inventory and receivables of the company</p> <p>7 over the last several years, we have a</p> <p>8 view on what it's worth. We did not do</p> <p>9 anything -- we did not engage anyone to</p> <p>10 do a special valuation for this purpose.</p> <p>11 Q. And did you have a discussion</p> <p>12 with the debtor in the course of</p> <p>13 negotiating the APA as to your view,</p> <p>14 ESL's view of what that collateral is</p> <p>15 worth?</p> <p>16 A. There was no explicit discussion</p> <p>17 that I remember. I put a value on it of</p> <p>18 85 cents on the dollar.</p> <p>19 Q. I'm sorry, you put a value?</p> <p>20 A. Of 85 cents on the dollar for the</p> <p>21 inventory and receivables.</p> <p>22 Q. And is that something that you</p> <p>23 made clear to the company in the course</p> <p>24 of negotiations?</p> <p>25 A. I believe that's in documents</p>
Page 76	Page 77
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 that went back and forth.</p> <p>3 Q. Mr. Kamlani, with respect to any</p> <p>4 of the amounts that ESL is credit</p> <p>5 bidding, in the course of negotiations</p> <p>6 did the company ask ESL at any point to</p> <p>7 post any type of collateral or to</p> <p>8 backstop in any way what it was credit</p> <p>9 bidding?</p> <p>10 A. They did.</p> <p>11 Q. Tell me about those negotiations.</p> <p>12 A. I was not intimately involved in</p> <p>13 those aspects of the negotiations. The</p> <p>14 answer was we would not backstop.</p> <p>15 Q. And who was intimately involved,</p> <p>16 if not you, in that aspect of the</p> <p>17 negotiations?</p> <p>18 A. Our communications would have</p> <p>19 been provided through our counsel at the</p> <p>20 direction of Mr. Lampert or Mr. Lampert</p> <p>21 may have spoken to the principals</p> <p>22 directly. I don't know.</p> <p>23 Q. And do you know what ask was made</p> <p>24 of Mr. Lampert by the company in terms</p> <p>25 of a backstop or other type of security</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 for the credit bid?</p> <p>3 A. I do.</p> <p>4 Q. What was the asset?</p> <p>5 A. To backstop the credit bid with</p> <p>6 all cash.</p> <p>7 Q. And to backstop the entirety of</p> <p>8 the credit bid?</p> <p>9 A. I believe so.</p> <p>10 Q. Do you know from your</p> <p>11 conversations with Mr. Lampert what the</p> <p>12 counter was, if any?</p> <p>13 A. Yes.</p> <p>14 Q. What was it?</p> <p>15 A. We would not backstop the credit</p> <p>16 bid with cash.</p> <p>17 Q. Did ESL offer to backstop the</p> <p>18 credit bid in any way other than with</p> <p>19 cash?</p> <p>20 A. No.</p> <p>21 MR. QURESHI: Jim, it's about ten</p> <p>22 after one.</p> <p>23 MR. BROMLEY: And you're done.</p> <p>24 MR. QURESHI: I am --</p> <p>25 MR. BROMLEY: Excellent.</p>

Page 78	Page 79
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 MR. QURESHI: Thanks for coming.</p> <p>3 Funny.</p> <p>4 THE WITNESS: Not even going to</p> <p>5 buy us lunch?</p> <p>6 MR. QURESHI: There is indeed</p> <p>7 lunch. Should we take a break?</p> <p>8 MR. BROMLEY: Yes.</p> <p>9 MR. QURESHI: Let's go off the</p> <p>10 record.</p> <p>11 (A recess was had.)</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A F T E R N O O N S E S S I O N</p> <p>3 (1:08 p.m.)</p> <p>4 MR. QURESHI: Back on the record.</p> <p>5 KUNAL KAMLANI, resumed, having</p> <p>6 been previously duly sworn, was</p> <p>7 examined and testified further as</p> <p>8 follows:</p> <p>9 CONTINUED EXAMINATION</p> <p>10 BY MR. QURESHI:</p> <p>11 Q. Mr. Kamalani, you mentioned prior</p> <p>12 to the break that you wanted to consult</p> <p>13 with your counsel concerning an issue</p> <p>14 related, I believe, to credit bidding.</p> <p>15 Did you have the opportunity to do that?</p> <p>16 A. I did.</p> <p>17 Q. Is there clarification or answer</p> <p>18 you'd like to give based on that</p> <p>19 conversation?</p> <p>20 A. There isn't.</p> <p>21 Q. Before I move off of credit</p> <p>22 bidding, the various buckets of credit</p> <p>23 bid that we went through prior to the</p> <p>24 break, for any of those, the assets for</p> <p>25 which the buyer is credit bidding, is</p>
Page 80	Page 81
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the buyer including any amount over and</p> <p>3 above the credit bid? Do you understand</p> <p>4 the question?</p> <p>5 A. I do. We look at this</p> <p>6 transaction holistically. There are</p> <p>7 various forms of currencies. There's</p> <p>8 credit bidding, there's cash, there's</p> <p>9 assumption of liabilities, and so we</p> <p>10 look at it holistically.</p> <p>11 Q. Am I right, based on that answer,</p> <p>12 Mr. Kamalani, that what the buyer then</p> <p>13 has not done is attempt to allocate in</p> <p>14 any way other non-credit bid</p> <p>15 consideration that is being used to</p> <p>16 acquire the assets for which it is also</p> <p>17 credit bidding?</p> <p>18 A. That would be accurate.</p> <p>19 Q. All right. Let's move on to a</p> <p>20 different subject area which is the</p> <p>21 business planning. And before I get to</p> <p>22 the ESL plan, are you aware that the</p> <p>23 company/the debtors provided a what I</p> <p>24 think was labeled a preliminary</p> <p>25 go-forward business plan in November of</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 2018?</p> <p>3 A. I am aware they provided a</p> <p>4 go-forward business plan. I can't speak</p> <p>5 to the date.</p> <p>6 Q. Did you in your capacity as a</p> <p>7 member of the board of directors have</p> <p>8 any involvement in the preparation of</p> <p>9 that business plan?</p> <p>10 A. None whatsoever.</p> <p>11 Q. Did you -- were you in your</p> <p>12 capacity as a board member asked to, or</p> <p>13 was the board as a whole asked to</p> <p>14 approve that business plan?</p> <p>15 A. Not to my recollection.</p> <p>16 Q. Do you recall whether in your</p> <p>17 capacity as a board member you received</p> <p>18 that business plan at or around the time</p> <p>19 that it was completed?</p> <p>20 A. I don't believe I received it in</p> <p>21 my capacity as a board member.</p> <p>22 Q. Did you ever, whether in your</p> <p>23 capacity as a board member or an</p> <p>24 employee of ESL, receive a presentation</p> <p>25 from the company concerning that</p>

Page 82	Page 83
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 November business plan?</p> <p>3 MR. BROMLEY: Objection. He</p> <p>4 doesn't remember when it was.</p> <p>5 MR. QURESHI: Okay, fair point,</p> <p>6 Jim, let's mark the document. So we</p> <p>7 are up to UCC Exhibit 4 and we will</p> <p>8 mark as exhibit 4 a document entitled</p> <p>9 Official Committee of Unsecured</p> <p>10 Creditors Discussion Materials dated</p> <p>11 November 12, 2018.</p> <p>12 (Exhibit 4, document entitled</p> <p>13 Official Committee of Unsecured</p> <p>14 Creditors Discussion Materials dated</p> <p>15 November 12, 2018 was marked for</p> <p>16 identification.)</p> <p>17 Q. Mr. Kamalani, what I've marked as</p> <p>18 exhibit 4 is in the form of a</p> <p>19 presentation that was provided by the</p> <p>20 debtors to the official creditors</p> <p>21 committee.</p> <p>22 Do you recall having seen this</p> <p>23 document before?</p> <p>24 A. I don't recall seeing this</p> <p>25 document.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. If you look at page 2 of the</p> <p>3 document where it has the meeting</p> <p>4 agenda, you will see item number 2 is</p> <p>5 labeled preliminary go-forward business</p> <p>6 plan?</p> <p>7 A. Yes.</p> <p>8 Q. If you then turn in to the</p> <p>9 document itself, there is an executive</p> <p>10 summary that runs a number of pages and</p> <p>11 then after that you will see it gets</p> <p>12 into the company's go-forward business</p> <p>13 plan.</p> <p>14 Understanding that you have not</p> <p>15 seen the document in this form, do you</p> <p>16 recall ever receiving, around this time</p> <p>17 period, which is to say middle of</p> <p>18 November of 2018, a go-forward business</p> <p>19 plan from the company?</p> <p>20 A. Yes.</p> <p>21 Q. And flipping through the pages of</p> <p>22 this document, does that tell you enough</p> <p>23 to know whether this presentation that</p> <p>24 was made to the committee is similar to</p> <p>25 the go-forward business plan that you</p>
Page 84	Page 85
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 may have seen?</p> <p>3 A. There are a lot of pages here</p> <p>4 that are very, very familiar. I can't</p> <p>5 speak for every single page, but there</p> <p>6 are aspects of this that are very</p> <p>7 familiar.</p> <p>8 Q. Okay. Fair enough. And do you</p> <p>9 then recall receiving a presentation</p> <p>10 from the company and its advisors</p> <p>11 concerning a go-forward business plan?</p> <p>12 A. There was a go-forward business</p> <p>13 plan that was put on the Intralinks due</p> <p>14 diligence website that I had access to</p> <p>15 as a buyer and presumably any other</p> <p>16 bidder would have had access to as well.</p> <p>17 Q. So other than having access to</p> <p>18 that business plan in the data room, did</p> <p>19 you otherwise engage in any dialogue</p> <p>20 with the company or its advisors</p> <p>21 concerning that November plan?</p> <p>22 A. I spent three or four days at</p> <p>23 Hoffman in the month of November with my</p> <p>24 advisors from Moelis, I believe two</p> <p>25 members of the Citibank retail team</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 joined for that meeting as they were</p> <p>3 considering participating in the ABL,</p> <p>4 where we went through different aspects</p> <p>5 of the business.</p> <p>6 I can't tell you sitting here</p> <p>7 today whether I had that business plan</p> <p>8 in my hand before that meeting, got it</p> <p>9 during that meeting or shortly</p> <p>10 afterwards.</p> <p>11 But that was the diligence we</p> <p>12 performed and the business plan was in</p> <p>13 or around that time frame.</p> <p>14 Q. So the three or four days that</p> <p>15 you just testified you spent at Hoffman</p> <p>16 in November, what was the purpose of</p> <p>17 those meetings?</p> <p>18 A. To provide a basis for ESL to put</p> <p>19 together its business plan in order to</p> <p>20 create an ABL syndicate which was key to</p> <p>21 financing a potential going-concern bid.</p> <p>22 Q. Fair to characterize those</p> <p>23 meetings as diligence sessions?</p> <p>24 A. Yes.</p> <p>25 Q. And do you recall with whom on</p>

Page 86

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 the company side you met during those  
3 diligence meetings?  
4 A. Certainly not everybody. They  
5 were a long three or four days. But I  
6 recall some of the people who were  
7 there.  
8 Q. Mr. Reicker?  
9 A. I'm sure he was there for some  
10 period of time.  
11 Q. Did Mr. Lampert attend any  
12 portion of these meetings?  
13 A. He did not.  
14 Q. Telephonically or in person?  
15 A. He did not.  
16 MR. QURESHI: Let's mark as UCC  
17 Exhibit 5 company document dated  
18 December 2018 labeled Preliminary  
19 Business Plan.  
20 (Exhibit 5, document dated  
21 December 2018 labeled Preliminary  
22 Business Plan was marked for  
23 identification.)  
24 Q. Mr. Kamalani, I've marked as  
25 exhibit 5 December 2018 preliminary

Page 88

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. Okay.  
3 A. But I couldn't tell you  
4 definitively.  
5 Q. Okay.  
6 A. And to the extent there were  
7 subsequent updates, I couldn't tell you  
8 offhand what changed between them.  
9 Q. What I'm trying to get at for the  
10 moment, Mr. Kamalani, is simply whether  
11 in your capacity as a board member you  
12 were being kept apprised of the  
13 company's evolving business plan. Were  
14 those plans presented to the board as  
15 they were developed?  
16 A. In my capacity as a board member,  
17 I was not kept apprised of any business  
18 plans that were being put together by  
19 the company.  
20 To be specific, I used the word  
21 plan as a distinction from a financial  
22 update. Just to be clear.  
23 Q. Understood.  
24 A. In my capacity as a going concern  
25 bidder at ESL, we were given access

Page 87

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 business plan. Please take a moment,  
3 look at the document, tell me if you  
4 recall ever having seen it before?  
5 A. It's my understanding the  
6 company's business plan evolved over a  
7 period of time. I've seen various  
8 versions. I can't tell you whether I've  
9 seen this specific version, but it looks  
10 familiar.  
11 Q. Okay. Fair enough. And as with  
12 the prior exhibit that I showed you, the  
13 November plan, is your recollection that  
14 this is a document that was posted to  
15 the data room and that's how you had  
16 access to it?  
17 A. I don't believe this is actually  
18 the document that was in the data room.  
19 Q. Okay. Well, did you in your  
20 capacity as a director of the debtors  
21 receive December business plan?  
22 A. I received a business plan from  
23 the company. I can't tell you whether  
24 it was November or December. It was  
25 probably November and not December.

Page 89

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 through Intralinks to a data room in  
3 which the debtor posted a business plan.  
4 And that's what I had access to.  
5 Q. Am I correct in assuming from  
6 that answer, Mr. Kamalani, that you, in  
7 your capacity as a board member, had no  
8 role in the development of the company's  
9 business plans during this period of  
10 time?  
11 A. That is correct.  
12 Q. Okay. To your knowledge, did Mr.  
13 Lampert have any role in developing any  
14 of the company's business plans during  
15 the postpetition period?  
16 A. Not to my knowledge.  
17 MR. QURESHI: Let's mark as UCC  
18 Exhibit 6 what I understand to be the  
19 ESL business plan.  
20 (Exhibit 6, Project Transform -  
21 Business Plan, January 2019 was  
22 marked for identification.)  
23 Q. Mr. Kamalani, what is exhibit 6?  
24 A. It appears to be a copy of our  
25 business plan as it stood in January.



Page 90	Page 91
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. You say as it stood in January.</p> <p>3 Is there an updated version of this</p> <p>4 document to your knowledge?</p> <p>5 A. If there is an updated, it is not</p> <p>6 anything material.</p> <p>7 Q. Okay. Do you know from looking</p> <p>8 at this document when in January it was</p> <p>9 finalized?</p> <p>10 A. I do not.</p> <p>11 Q. What role, if any, did you have</p> <p>12 in the preparation of this document?</p> <p>13 A. We used company's business plan</p> <p>14 that was posted to Intralinks as a basis</p> <p>15 from which to create our own business</p> <p>16 plan. We made adjustments that we</p> <p>17 thought made sense. When I say we, I'm</p> <p>18 referring to myself and the Moelis team</p> <p>19 that worked with me in order to create a</p> <p>20 business plan that was our own.</p> <p>21 Q. And when you say you used the</p> <p>22 company's business plan posted to</p> <p>23 Intralinks, do you recall whether that</p> <p>24 was the December business plan that I</p> <p>25 showed you or the November plan that I</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 showed you or some other plan?</p> <p>3 MR. BROMLEY: Objection.</p> <p>4 A. It was whatever plan was posted</p> <p>5 to the Intralinks data site.</p> <p>6 Q. As of when?</p> <p>7 A. Check the Intralinks site. I</p> <p>8 mean that -- I don't know.</p> <p>9 Q. When was exhibit 6, the ESL</p> <p>10 business plan, when was that finalized,</p> <p>11 if you know?</p> <p>12 A. Appreciate that this transaction</p> <p>13 didn't get done in a day. It morphed</p> <p>14 over a period of time. So again, the</p> <p>15 primary purpose of this business plan</p> <p>16 initially was to present to the banks to</p> <p>17 lockdown a \$1.3 billion ABL facility.</p> <p>18 As the transaction evolved over</p> <p>19 time, I think we made enough progress</p> <p>20 with the banks that as it evolved over</p> <p>21 time we were not constantly updating</p> <p>22 this document. So it's very difficult</p> <p>23 for me to tell you what document was</p> <p>24 alive and reflected reality when,</p> <p>25 because every two or three days the deal</p>
Page 92	Page 93
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 was changing.</p> <p>3 Q. You testified that the way this</p> <p>4 exhibit 6 business plan was prepared is</p> <p>5 that you relied upon the company's</p> <p>6 business plan and made certain changes</p> <p>7 to it; is that correct?</p> <p>8 A. That's correct.</p> <p>9 Q. What role, if any, did Mr.</p> <p>10 Lampert play in decisionmaking around</p> <p>11 which adjustments ESL would make to the</p> <p>12 company's business plan?</p> <p>13 A. Not a particularly large role.</p> <p>14 Q. Did Mr. Lampert ultimately</p> <p>15 approve or sign-off on in some way this</p> <p>16 version of the business plan that's been</p> <p>17 marked as exhibit 6?</p> <p>18 MR. BROMLEY: You're saying this</p> <p>19 specific version?</p> <p>20 MR. QURESHI: Yes.</p> <p>21 A. So whether it's this specific</p> <p>22 version or any version, not in any</p> <p>23 formal way. Typically if Mr. Lampert</p> <p>24 saw me carrying something out on behalf</p> <p>25 of ESL that he didn't agree with, he</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 would let me know. He would not</p> <p>3 formally sign-off in pen or verbally on</p> <p>4 anything.</p> <p>5 Q. So fair to assume then that</p> <p>6 you're understanding is that, whatever</p> <p>7 the final form of the business plan may</p> <p>8 be, that ESL's business plan for the new</p> <p>9 Sears, if you will, for the go-forward</p> <p>10 entity has the support of Mr. Lampert?</p> <p>11 A. Mr. Lampert is the only</p> <p>12 individual at ESL that has the</p> <p>13 authorization to execute asset purchase</p> <p>14 agreements or the transfer of any funds.</p> <p>15 So it's fair to assume that since he</p> <p>16 released signature pages out of escrow,</p> <p>17 that he was comfortable with a</p> <p>18 go-forward business plan for the</p> <p>19 company.</p> <p>20 Q. And can you describe for me in</p> <p>21 any further detail the role that Moelis</p> <p>22 played in the development of the ESL</p> <p>23 business plan? And just so our</p> <p>24 terminology is clear, when I talk about</p> <p>25 the ESL business plan I'm talking about</p>

Page 94

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 the go-forward business plan for the  
3 entity that is being acquired.  
4 A. Yes. Their associates and  
5 analysts were extremely helpful in the  
6 modeling of the go-forward plan as I was  
7 working to put something together, a  
8 business plan together for the banks  
9 that represented ESL's view of the  
10 potential of this business if we were to  
11 be successful in our acquisition.  
12 Q. Mr. Kamalani, you had a role in  
13 your capacity as a board member in the  
14 prepetition period in reviewing and  
15 approving business plans, correct?  
16 A. Yes.  
17 Q. And you'll recall from the  
18 interview that you participated in in  
19 connection with the restructuring  
20 committee's investigation being shown  
21 certain prior business plans from  
22 earlier years, correct?  
23 A. Yes.  
24 Q. And you recall generally in your  
25 interview there was reference to certain

Page 95

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 terminology used in those business plans  
3 including what is referred to as  
4 go-gets?  
5 A. I recall the term, yes.  
6 Q. By the way, just as an aside, I  
7 know you weren't sworn in connection  
8 with the testimony you gave in your  
9 interview, but did you testify  
10 truthfully, to the best of your ability?  
11 A. Absolutely.  
12 Q. Did you have the occasion to read  
13 the transcript from that interview  
14 subsequent to the interview?  
15 A. I have not.  
16 Q. What are go-gets as the company  
17 historically used that term?  
18 A. They are components of the  
19 business plan that are less certain than  
20 other components of the business plan.  
21 And so typically whether it's Sears or  
22 any other organization I've worked at,  
23 and every organization has its own  
24 different vernacular but they all mean  
25 the same thing, a task, a go-get, a

Page 96

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 stretch, is a component of revenue, a  
3 reduction of expenses, an increase in  
4 operating income that the management  
5 team needs to work to put specific  
6 actions by in order to realize the  
7 objective.  
8 Q. And is unidentified initiative  
9 another term in the Sears vernacular  
10 that is used to describe the same thing  
11 as a go-get?  
12 A. I haven't heard the term  
13 unidentified initiative before, but it  
14 wouldn't surprise me.  
15 Q. Okay. And the company business  
16 plan that ESL used as a baseline for the  
17 development of the ESL plan, did that  
18 business plan, as far as you understand,  
19 include go-gets?  
20 A. Not to my knowledge.  
21 Q. And do you have an understanding  
22 if historically -- well, back up.  
23 Historically it's your  
24 understanding that Sears business plans  
25 would include go-gets, correct?

Page 97

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 A. Yes.  
3 Q. Do you have an understanding as  
4 to why that was no longer the case with  
5 respect to the company's December  
6 business plan?  
7 A. I don't. I didn't have any role  
8 at all in putting together that plan.  
9 Q. What's the basis for your  
10 understanding that go-gets are not  
11 included?  
12 A. I've never asked them the  
13 question.  
14 Q. So you don't know one way or  
15 another, or your understanding is that  
16 there are no go-gets in that plan?  
17 A. My understanding is that there  
18 are no go-gets in that plan.  
19 Q. And what's the basis of that  
20 understanding?  
21 A. I've spent a fair amount of time  
22 working through this plan which  
23 ultimately evolved into ESL's go-forward  
24 plan. Multiple conversations with  
25 Lazard, MIII.

Page 98	Page 99
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Generally speaking, if I was</p> <p>3 talking to management, MIII alongside</p> <p>4 them. And at no point did anyone ever</p> <p>5 tell me that we have a identified task</p> <p>6 or a go-get of, you know, X dollars</p> <p>7 that's built into the plan.</p> <p>8 Q. Let's turn if we could in this</p> <p>9 exhibit please to page 4 of the</p> <p>10 document. Mr. Kamlani, before we get</p> <p>11 into the details, are you able to -- and</p> <p>12 feel free to look at the document of</p> <p>13 course in answering this question, but</p> <p>14 are you able to identify for me the</p> <p>15 categories, if you will, in the ESL plan</p> <p>16 that results in a more positive outlook</p> <p>17 when compared to the company's December</p> <p>18 plan, in other words, the difference</p> <p>19 between the two, can you identify the</p> <p>20 categories that that's coming from?</p> <p>21 MR. BROMLEY: Objection, vague.</p> <p>22 A. I'm not sure there are plans more</p> <p>23 positive than the company's plan. And I</p> <p>24 think your question either implicitly or</p> <p>25 explicitly stated that our ESL plan is</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 more positive than the company's plan.</p> <p>3 I'm not sure that's the case.</p> <p>4 Q. Why is that?</p> <p>5 A. So by way of example, if I</p> <p>6 remember correctly, the company's plan</p> <p>7 had a build out of 100 new -- the new</p> <p>8 small footprint stores within the first</p> <p>9 two to three years, and I believe at</p> <p>10 roughly the same capex number that we</p> <p>11 have in our plan. Again our plan, same</p> <p>12 capex number. But we don't have a build</p> <p>13 out of a hundred small footprint stores.</p> <p>14 That would be an area where we were</p> <p>15 significantly more conservative than the</p> <p>16 company's plan.</p> <p>17 The second area would be the</p> <p>18 company assumed that the Amazon growth</p> <p>19 rate was like 2 to 3 to 4 to 5 times</p> <p>20 higher than what we ultimately assumed</p> <p>21 in our business plan. We significantly</p> <p>22 ratcheted down that growth rate.</p> <p>23 Third example would be in SG&amp;A.</p> <p>24 We added somewhere in the neighborhood</p> <p>25 of \$10 to \$15 million of SG&amp;A to the</p>
Page 100	Page 101
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 company's numbers, recognizing that we</p> <p>3 would want to complement the existing</p> <p>4 management team with new management.</p> <p>5 I can continue to give it some</p> <p>6 more thought, but those are just three</p> <p>7 examples of where, at least in the first</p> <p>8 couple of years, we are I think more</p> <p>9 conservative relative to the company's</p> <p>10 plan.</p> <p>11 MR. QURESHI: Let's mark as UCC 7</p> <p>12 a document labeled Project Transform</p> <p>13 Liquidity Analysis.</p> <p>14 (Exhibit 7, document labeled</p> <p>15 Project Transform Liquidity Analysis</p> <p>16 was marked for identification.)</p> <p>17 Q. Mr. Kamlani, can you tell me what</p> <p>18 exhibit 7 is?</p> <p>19 A. We put together a liquidity</p> <p>20 analysis for the banks and this analysis</p> <p>21 was updated multiple times as the</p> <p>22 economics of the deal changed, so that</p> <p>23 our ABL bank partners were in the loop</p> <p>24 as related to any material changes in</p> <p>25 the transaction. This is presumably one</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 version of many versions that were</p> <p>3 created.</p> <p>4 Q. Well, I'll represent to you that</p> <p>5 this particular document, we have a</p> <p>6 version of it that is attached to a</p> <p>7 January the 16th email. Do you know</p> <p>8 whether there have been further changes</p> <p>9 to this document subsequent to January</p> <p>10 16th?</p> <p>11 A. Can I see the January 16th email?</p> <p>12 Q. Yes, of course.</p> <p>13 MR. QURESHI: Let's just mark it</p> <p>14 as UCC 8.</p> <p>15 (Exhibit 8, January 16, 2019</p> <p>16 email was marked for identification.)</p> <p>17 MR. BROMLEY: Just so I'm clear,</p> <p>18 you're representing that exhibit 7 is</p> <p>19 one of the attachments to exhibit 8?</p> <p>20 MR. QURESHI: That is correct.</p> <p>21 A. Just bear with me for a minute.</p> <p>22 Q. Yes, of course.</p> <p>23 A. Because there were a lot of</p> <p>24 moving pieces of this transaction.</p> <p>25 If there is a subsequent version,</p>

Page 102	Page 103
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 any change would be very minor relative</p> <p>3 to this document.</p> <p>4 Q. And what was your role in the</p> <p>5 development of this liquidity analysis?</p> <p>6 A. Moelis had their -- had the model</p> <p>7 up and running and I would provide them</p> <p>8 guidance as we were negotiating the</p> <p>9 transaction on the changes that need to</p> <p>10 be made to the model to reflect where</p> <p>11 the deal stood at any point in time.</p> <p>12 Q. And did you have assistance from</p> <p>13 the debtors in the development of this</p> <p>14 liquidity analysis?</p> <p>15 A. I did not.</p> <p>16 Q. Do you know if Moelis did?</p> <p>17 A. Well when you say assistance, I'm</p> <p>18 certain that they asked the debtors</p> <p>19 questions in order to make changes.</p> <p>20 Q. Mr. Kamalani, let's go back to the</p> <p>21 business plan and you're going to want</p> <p>22 to keep both documents handy because I'm</p> <p>23 going to bounce back and forth a little</p> <p>24 bit between the business plan that's</p> <p>25 exhibit 5 and the liquidity analysis</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 that's exhibit 6. If I could direct you</p> <p>3 in the business plan --</p> <p>4 MR. BROMLEY: I'm sorry, do you</p> <p>5 mean exhibit 6, the ESL business</p> <p>6 plan?</p> <p>7 MR. QURESHI: Yes.</p> <p>8 MR. BROMLEY: Or exhibit 5, the</p> <p>9 business company plan?</p> <p>10 MR. QURESHI: I misspoke, Jim,</p> <p>11 thank you. The ESL exhibit 6 which</p> <p>12 is the ESL business plan and the</p> <p>13 liquidity analysis which is exhibit</p> <p>14 7.</p> <p>15 Q. And in the ESL plan if you could</p> <p>16 turn to page 4, please. And this is the</p> <p>17 executive summary. And you'll see under</p> <p>18 the first big bullet point it says base</p> <p>19 case assumes brick and mortar same store</p> <p>20 sales growth of minus 1 percent in 2019</p> <p>21 based on its performance prior to</p> <p>22 filing. You see that?</p> <p>23 A. Yes.</p> <p>24 Q. Feel free in answering these</p> <p>25 questions by the way to look at whatever</p>
Page 104	Page 105
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 portion of the business plan or the</p> <p>3 liquidity forecast that you need to. My</p> <p>4 question to you is how you arrived at a</p> <p>5 forecast of same store sales growth for</p> <p>6 2019 of minus 1 percent?</p> <p>7 A. So if we take a look at page 45.</p> <p>8 Q. Yes.</p> <p>9 A. 45, top right quadrant,</p> <p>10 illustrates the same store sales growth</p> <p>11 year over year for 505 stores. As you</p> <p>12 know, at some point we were bidding for</p> <p>13 505 stores.</p> <p>14 From the period of February '18 to</p> <p>15 September '18, which is -- I refer to as</p> <p>16 the prepetition period, you'll see that</p> <p>17 the Sears dark purple line was comping</p> <p>18 on a same store sales basis a negative</p> <p>19 15 percent in February, and by the time</p> <p>20 we get to September comping at zero.</p> <p>21 Fairly smooth upward trajectory from 15</p> <p>22 to zero along the way. You'll see that</p> <p>23 K-Mart follows roughly that same</p> <p>24 pattern.</p> <p>25 It seemed and still seemed</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 reasonable today that Sears, given the</p> <p>3 trajectory over that period of time to</p> <p>4 be comping between zero and negative 1</p> <p>5 percent, given all of the uncertainty</p> <p>6 around the company during that time,</p> <p>7 that it would be conservative to assume</p> <p>8 that the company coming out of, emerging</p> <p>9 from bankruptcy with fourish billion</p> <p>10 dollars of less debt on its balance</p> <p>11 sheet and no pension obligations, where</p> <p>12 trust is a critical part of consumer</p> <p>13 behavior given the categories that Sears</p> <p>14 is in, that at a minimum we should be</p> <p>15 able to drive the same same-store sales</p> <p>16 growth with that type of healthy balance</p> <p>17 sheet given that we were doing it under</p> <p>18 a very distressed set of circumstances.</p> <p>19 Q. And in arriving at that negative</p> <p>20 1 percent forecast for 2019, did you</p> <p>21 consider at all the performance of the</p> <p>22 debtors during the petition period?</p> <p>23 A. Yes, we took it into</p> <p>24 consideration.</p> <p>25 Q. So do you know, for example, what</p>

Page 106

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 the -- because the chart to which you  
3 referred me only goes out to September.  
4 Do you know how same-store sales  
5 compares to the prior year for, for  
6 example, December or the early weeks of  
7 January?  
8 A. Not with specificity, but  
9 significantly -- there was significant  
10 deterioration heading into the October  
11 15th filing date.  
12 Q. And your projection assumes that  
13 that deterioration goes away immediately  
14 and that commencing right away in  
15 February of 2019 that same-store sales  
16 number will bounce from wherever it is  
17 today to negative 1 percent, correct?  
18 A. Yes and no. The banks require,  
19 in order to underwrite an ABL, that the  
20 first year of operations be broken out  
21 by month.  
22 And I recognize that those were  
23 not business people would like plans to  
24 be reality. But I do not have a crystal  
25 ball and can't tell you with absolute

Page 107

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 certainty that February, March and April  
3 and May will turn out exactly as the way  
4 it's in the business plan. That's why  
5 it's called a plan, it's not called  
6 actions.  
7 I feel comfortable, given what I  
8 know, that full year '19, within a  
9 couple of hundred basis points on either  
10 side, this business should be able to  
11 generate negative 1 percent comp store  
12 sales.  
13 Will it be negative 15 in February  
14 and plus 30 in November-December? It's  
15 possible.  
16 Could it be negative 5 in February  
17 and plus 15 in June? That's also  
18 possible.  
19 I don't have -- I'd be in a very  
20 different business if I could tell you  
21 with specificity what exactly would  
22 happen over the next twelve months.  
23 Q. But other than what's in the  
24 business plan that we're looking at, is  
25 there any other backup that you or

Page 108

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Moelis has generated that causes you to  
3 conclude that, irrespective of where the  
4 first few months subsequent to a closing  
5 date performance might be, that for the  
6 year minus 1 percent is a realistic  
7 estimate?  
8 A. The only other additional  
9 information that I have is that in  
10 preparing for the ABL syndication bank  
11 meeting tomorrow, that the office of the  
12 CEO is comfortable with that negative 1  
13 percent number.  
14 Q. When you say the office of the  
15 CEO, what are you referring to?  
16 A. The office of the CEO is made up  
17 of Leena Munjal, Greg Ladley and Rob  
18 Reicker.  
19 Q. So the debtors, as far as you  
20 understand it, are comfortable with the  
21 negative 1 percent number for 2019 in  
22 the aggregate?  
23 A. Yes.  
24 Q. And how did you come to learn  
25 that the debtors are comfortable with

Page 109

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 that number?  
3 A. Because they're presenting it  
4 tomorrow and I don't think they'd be  
5 presenting a number they weren't  
6 comfortable with.  
7 Q. And do you know what diligence  
8 the debtors did in signing off on that  
9 number?  
10 A. Each driven off of largely the  
11 business plan that they put together.  
12 Q. Okay.  
13 A. Which I believe is actually more  
14 aggressive than the negative 1 percent  
15 if I remember correctly.  
16 Q. And that negative 1 percent  
17 number that's in the ESL plan that we  
18 are looking at, what does that assume in  
19 terms of store count, retail footprint,  
20 how many stores?  
21 A. Today, it assumes 425.  
22 Q. And does it assume 425 will be  
23 the store count at the end of 2019?  
24 A. The store count at the end of  
25 2019 will be a function of a couple of

Page 110	Page 111
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 factors. One is real estate that we may</p> <p>3 sell and whether we lease it back or</p> <p>4 don't lease it back, which will be a</p> <p>5 function of value, and whether or not</p> <p>6 the opportunity presents itself to build</p> <p>7 out additional new small footprint</p> <p>8 design stores.</p> <p>9 Q. So with respect to the first</p> <p>10 category of real estate that may be</p> <p>11 sold, have you or to your knowledge has</p> <p>12 ESL developed any list of potential</p> <p>13 parcels of real estate that it will</p> <p>14 attempt to sell?</p> <p>15 A. We have not.</p> <p>16 Q. What assumptions, if any, does</p> <p>17 your business plan make in terms of how</p> <p>18 many parcels of real estate might be</p> <p>19 sold?</p> <p>20 A. The business plan assumes that we</p> <p>21 will sell \$200 million worth of real</p> <p>22 estate over the next -- each year over</p> <p>23 the next three years.</p> <p>24 The banks had a desire to reflect,</p> <p>25 in some fashion, a change in the store</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 footprint that corresponded to that \$200</p> <p>3 million assumption.</p> <p>4 Having said that, if we sell two</p> <p>5 properties worth a hundred million</p> <p>6 dollars each, that's two stores. If we</p> <p>7 sell ten properties worth \$200 million</p> <p>8 each, then that's 20 stores.</p> <p>9 I don't know what's going to sell</p> <p>10 when and for how much. So I'm more</p> <p>11 comfortable speaking to the \$200 million</p> <p>12 number than I am telling you what the</p> <p>13 store footprint is going to be.</p> <p>14 Q. In testifying that the business</p> <p>15 plan assumes \$200 million in revenue</p> <p>16 from real estate sales over each of the</p> <p>17 next three years, what assumption if</p> <p>18 any, does the business plan make about</p> <p>19 the leasing back by the reorganized</p> <p>20 entity of any of the locations that are</p> <p>21 sold?</p> <p>22 A. I don't recall specifically if</p> <p>23 there's a leaseback assumption or not</p> <p>24 within our expenses, within our rent</p> <p>25 expense for those sales.</p>
Page 112	Page 113
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. So understanding your testimony,</p> <p>3 the example you gave about --</p> <p>4 A. Can I just finish?</p> <p>5 Q. I'm sorry. Yes, of course.</p> <p>6 A. It's extremely important to note</p> <p>7 that there are roughly -- there are over</p> <p>8 a hundred dark properties that Newco</p> <p>9 will assume as a part of this</p> <p>10 acquisition.</p> <p>11 Our focus will be to sell those</p> <p>12 dark properties as soon as possible</p> <p>13 because there's carrying costs</p> <p>14 associated with holding those dark</p> <p>15 properties. There are no employees</p> <p>16 associated with those dark properties.</p> <p>17 And so, to the extent that we can</p> <p>18 sell those dark properties and generate</p> <p>19 liquidity and cash flow, it would have</p> <p>20 no impact on the 425 go-forward store</p> <p>21 footprint.</p> <p>22 Q. Has ESL done any analysis of the</p> <p>23 value that it hopes to recover on</p> <p>24 account of selling those 100 dark</p> <p>25 properties?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. So number is over a hundred, I</p> <p>3 just don't know the exact number but</p> <p>4 it's less than 2 and over 1. Roughly 70</p> <p>5 to 80 are, serve as collateral for our</p> <p>6 existing two real estate loans for which</p> <p>7 we have the Cushman &amp; Wakefield</p> <p>8 appraisals for.</p> <p>9 Q. 70 to 80 properties of the</p> <p>10 hundred?</p> <p>11 A. 70 to 80. Let's say the dark</p> <p>12 property number is 140 for the purpose</p> <p>13 of this conversation. 70 to 80 of those</p> <p>14 properties serve as collateral today</p> <p>15 under what we refer to as the Dove and</p> <p>16 Sparrow facilities. We have Cushman &amp;</p> <p>17 Wakefield approvals going back 13, 14,</p> <p>18 months, 15 months ago for those</p> <p>19 properties. I don't know sitting here</p> <p>20 today what the aggregate value of those</p> <p>21 Cushman &amp; Wakefield appraisals are, but</p> <p>22 that information is available.</p> <p>23 The remaining dark properties are</p> <p>24 as of today with the estate,</p> <p>25 unencumbered except for the fact that</p>

Page 114	Page 115
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 they serve as collateral under the</p> <p>3 junior DIP and will come over and</p> <p>4 presumably have some value.</p> <p>5 Q. And does Newco have an estimate</p> <p>6 in terms of how quickly it will be able</p> <p>7 to monetize those properties?</p> <p>8 A. Based on the historical run rate</p> <p>9 at which Sears was monetizing properties</p> <p>10 prepetition, we feel that we should be</p> <p>11 able to continue to monetize properties</p> <p>12 at close to that rate.</p> <p>13 Q. What is that rate?</p> <p>14 A. It was well over \$200 million a</p> <p>15 year.</p> <p>16 Q. So my question is not dollars</p> <p>17 generated per year, Mr. Kamlani, but</p> <p>18 instead time needed to sell the assets.</p> <p>19 So you get to your closing date.</p> <p>20 How much time do you assume that Newco</p> <p>21 will need in order to properly market</p> <p>22 and ultimately sell the dark properties</p> <p>23 to which you are referring?</p> <p>24 A. I don't know the market at a</p> <p>25 property level. All I know is that</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Sears on a prepetition basis was selling</p> <p>3 real estate at a reasonable pace. And I</p> <p>4 don't have any reason to believe that</p> <p>5 once the company emerges from</p> <p>6 bankruptcy, something close to that pace</p> <p>7 -- there's no reason that it shouldn't</p> <p>8 continue. Whether it's dark, whether</p> <p>9 it's lit, whether it's in California,</p> <p>10 Florida, that's a level of detail that I</p> <p>11 am just not close enough to.</p> <p>12 Q. Who would be close enough to that</p> <p>13 level of detail?</p> <p>14 A. Jane Borden, the head of real</p> <p>15 estate.</p> <p>16 Q. At the company?</p> <p>17 A. At the company.</p> <p>18 Q. Assuming the business plan</p> <p>19 projections of \$200 million a year in</p> <p>20 real estate sales over the course of,</p> <p>21 for each of the next three years, do you</p> <p>22 have an understanding of when we get to</p> <p>23 the end of that \$600 million in real</p> <p>24 estate sales, that that would also</p> <p>25 include what are currently lit</p>
Page 116	Page 117
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 properties?</p> <p>3 A. That's probably a fair</p> <p>4 assumption.</p> <p>5 Q. I know you testified, sir, that</p> <p>6 the Cushman appraisal for the dark</p> <p>7 properties is in the order of 15 months</p> <p>8 old and you don't recall it generally.</p> <p>9 But do you have a rough order of</p> <p>10 magnitude recollection of the value of</p> <p>11 the dark properties that Newco will</p> <p>12 undertake to sell postclosing?</p> <p>13 A. I don't. I don't.</p> <p>14 Q. Do you have a sense of when,</p> <p>15 looking at that as part of the overall</p> <p>16 bucket of \$600 million of anticipated</p> <p>17 real estate sales, what percentage</p> <p>18 roughly the dark properties would</p> <p>19 account for?</p> <p>20 A. I'd need to know the value of the</p> <p>21 dark properties in order to give you a</p> <p>22 percentage. No, I don't.</p> <p>23 Q. You don't. You couldn't tell me</p> <p>24 whether it's 50-50 or --</p> <p>25 A. I could tell you the information</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 is definitively available.</p> <p>3 Q. Fair enough.</p> <p>4 A. I can't even begin to guess.</p> <p>5 Q. Going back to the example you</p> <p>6 gave earlier of if you sell two</p> <p>7 properties worth a hundred million</p> <p>8 dollars, then you're obviously realizing</p> <p>9 your \$200 million by selling two</p> <p>10 properties as opposed to 20 if there</p> <p>11 were ten each, right?</p> <p>12 A. Yes.</p> <p>13 Q. But you'd agree with me, I take</p> <p>14 it, that in terms of the -- in the case</p> <p>15 of a lit store, the impact on your</p> <p>16 business plan of selling ten active</p> <p>17 stores that are generating revenue is</p> <p>18 likely to be different than selling two?</p> <p>19 A. Yes.</p> <p>20 Q. So what planning or assumptions,</p> <p>21 if any, are baked into the business plan</p> <p>22 in terms of how much revenue will be</p> <p>23 lost from closing lit locations in order</p> <p>24 to realize the \$600 million in real</p> <p>25 estate sales that Newco forecasts over</p>

Page 118	Page 119
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 three years?</p> <p>3 A. We have not taken out revenue</p> <p>4 from selling lit stores in part due to</p> <p>5 the fact that it's a timing difference.</p> <p>6 So ultimately everything is a</p> <p>7 function of value. So if someone offers</p> <p>8 us \$5 million for a store that generates</p> <p>9 a million dollars of EBITDA, we probably</p> <p>10 won't sell it. If someone offers us a</p> <p>11 hundred million dollars for a store that</p> <p>12 generates a million dollars in EBITDA,</p> <p>13 we probably would sell it.</p> <p>14 We would take that hundred million</p> <p>15 dollars and we would open de novo a</p> <p>16 series of the new design small footprint</p> <p>17 stores that have a higher return profile</p> <p>18 than the existing hundred-plus thousand</p> <p>19 square foot boxes.</p> <p>20 And so it really is a timing</p> <p>21 issue. It's not a permanent difference.</p> <p>22 And so I'm just not smart enough to be</p> <p>23 able to know what 135,000 square foot</p> <p>24 box is going to sell on what day for how</p> <p>25 much and in what city and then how</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 quickly, and then when it's going to</p> <p>3 close so that we have the proceeds to</p> <p>4 redeploy that into building X number of</p> <p>5 new small format stores. That's a level</p> <p>6 of precision that I'm not capable of</p> <p>7 rendering to a sheet of paper.</p> <p>8 Q. Do I understand your testimony</p> <p>9 correctly that in not taking out any</p> <p>10 revenue from the business plan on</p> <p>11 account of real estate sales, that your</p> <p>12 assumption is that whatever revenue is</p> <p>13 lost from the sale of lit stores, will</p> <p>14 be replaced by using the proceeds from</p> <p>15 those sales to open the new format</p> <p>16 smaller stores that will in turn</p> <p>17 generate revenue?</p> <p>18 A. So I think there are two factors.</p> <p>19 The first is, EBITDA minus capex pays</p> <p>20 the bills, not revenue.</p> <p>21 So if it's okay with you, let's</p> <p>22 talk about EBITDA minus capex instead of</p> <p>23 revenue.</p> <p>24 Q. Sure.</p> <p>25 A. Within the 425 lit stores that on</p>
Page 120	Page 121
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 an aggregate basis generate, on a</p> <p>3 four-wall EBITDA basis, I think over a</p> <p>4 hundred million dollars of EBITDA on a</p> <p>5 trailing 12-month basis, there are</p> <p>6 roughly 150 to 175 stores that generate</p> <p>7 negative EBITDA individually. Those</p> <p>8 stores have asset value. Unless we're</p> <p>9 able to turn around those stores, their</p> <p>10 franchise value is not worth much by</p> <p>11 virtue of generating negative EBITDA</p> <p>12 less capex.</p> <p>13 So if we can sell underperforming</p> <p>14 stores defined as negative EBITDA stores</p> <p>15 less capex, that's negative, for a sum</p> <p>16 of money that recognizes its asset</p> <p>17 value, then we end up with a business</p> <p>18 plan where we have understated our</p> <p>19 EBITDA because we've taken out a store</p> <p>20 that was negative, so we've understated</p> <p>21 our EBITDA but we're still bringing in</p> <p>22 the \$200 million of cash.</p> <p>23 So that's the first scenario.</p> <p>24 So the more realistic outcome,</p> <p>25 probable outcome is that when we sell</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 stores, EBITDA goes up, it does not go</p> <p>3 down.</p> <p>4 You are correct in all</p> <p>5 circumstances revenue will go down. But</p> <p>6 EBITDA pays the bills.</p> <p>7 The second component is the one</p> <p>8 that I started with which I mentioned,</p> <p>9 which is ultimately the deployment of</p> <p>10 billing out the new small new designed</p> <p>11 footprint stores.</p> <p>12 Q. What assumption, if any, does</p> <p>13 your business plan or your liquidity</p> <p>14 forecast, and when I say business plan</p> <p>15 you can assume I'm referring to both,</p> <p>16 make in terms of what use the revenue</p> <p>17 from real estate sales is put to?</p> <p>18 A. It does not explicitly detail</p> <p>19 where the cash flow from real estate</p> <p>20 sales will go, and that's because cash</p> <p>21 is fungible, a business is a living</p> <p>22 organism, and it will depend at that</p> <p>23 time what investment opportunities lie</p> <p>24 before the board and where that cash</p> <p>25 would go.</p>



Page 122	Page 123
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Does the business plan or any</p> <p>3 data underlying it make any specific</p> <p>4 assumptions about how many of the 150 to</p> <p>5 175 stores that you've testified in an</p> <p>6 EBITDA less capex basis are negative</p> <p>7 will be sold?</p> <p>8 A. No. Again we do not have a view</p> <p>9 on where the demand is in the market by</p> <p>10 store. Not the lit stores, not the dark</p> <p>11 stores.</p> <p>12 Q. Have you done any analysis to</p> <p>13 understand the impact, if any, on the</p> <p>14 overall network of Newco's assets by</p> <p>15 selling certain parcels of real estate?</p> <p>16 A. My -- we've done a little bit of</p> <p>17 analysis to corroborate my assumption</p> <p>18 that the ecosystem in the long term will</p> <p>19 create more value with a larger network</p> <p>20 of stores than a smaller network of</p> <p>21 stores.</p> <p>22 Q. You're aware, right, that the</p> <p>23 liquidity analysis makes an assumption</p> <p>24 of three stores closing per month in</p> <p>25 2019?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I am.</p> <p>3 Q. And can you tell me how that</p> <p>4 assumption was arrived at? Was that --</p> <p>5 is that the number of properties that</p> <p>6 you anticipate will generate the \$200</p> <p>7 million in sale proceeds, or was it</p> <p>8 arrived at some other way?</p> <p>9 A. It was arrived at some other way.</p> <p>10 Q. How was it arrived at? I believe</p> <p>11 by the way it's page 7 of the liquidity</p> <p>12 analysis, footnote 9, if I'm not</p> <p>13 mistaken. Yes.</p> <p>14 A. So first I'd point out to you</p> <p>15 that -- so maybe we can go to page 6 for</p> <p>16 a moment.</p> <p>17 Q. Sure.</p> <p>18 A. In the bottom of page 6, very</p> <p>19 last line has the reduction of three</p> <p>20 stores a month that I think you're</p> <p>21 referring to.</p> <p>22 Q. Yes.</p> <p>23 A. If you look at page 4, you'll</p> <p>24 notice that at the end of 2019 straight</p> <p>25 to 2023 it says 425. So there is an</p>
Page 124	Page 125
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 inconsistency between page 4 and page 6.</p> <p>3 Q. Did notice that.</p> <p>4 A. The conversation I had with the</p> <p>5 Moelis team was, the banks were going to</p> <p>6 ask us at some point in time, how are</p> <p>7 you generating \$200 million worth of</p> <p>8 real estate sales and you're not</p> <p>9 shrinking your footprint?</p> <p>10 So I said to the Moelis team,</p> <p>11 let's head that question off at the</p> <p>12 pass. I don't know. Pick three stores.</p> <p>13 So we picked three stores.</p> <p>14 I wish I can make it sound more</p> <p>15 scientific than that, but I'm under</p> <p>16 oath.</p> <p>17 Q. So what you're telling me is that</p> <p>18 the real target is \$200 million in</p> <p>19 proceeds as opposed to any particular</p> <p>20 number of locations?</p> <p>21 A. That's exactly correct.</p> <p>22 Q. And can you explain why the</p> <p>23 assumption in the business plan is that</p> <p>24 it will be \$200 million in proceeds for</p> <p>25 each of the three years, when your plan</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 goes out five?</p> <p>3 A. We had originally created a</p> <p>4 three-year business plan. I believe</p> <p>5 Bank of America on behalf of the bank</p> <p>6 group at some point said, look, it's a</p> <p>7 requirement for the banks to have a</p> <p>8 five-year business plan if we're going</p> <p>9 to underwrite a five-year ABL for you.</p> <p>10 And I think we did what most</p> <p>11 people do to get from a three year plan</p> <p>12 to a five year plan, which is grow out</p> <p>13 the last two years by some growth rate</p> <p>14 and you have a five year plan.</p> <p>15 Q. Understanding your testimony that</p> <p>16 it's the \$200 million as opposed to the</p> <p>17 number of stores that drove this</p> <p>18 analysis, would I be right in assuming</p> <p>19 that no analysis was done in terms of</p> <p>20 headcount reduction that would be</p> <p>21 triggered by how ever many lit stores</p> <p>22 end up being shut and sold?</p> <p>23 A. That's correct. It clearly would</p> <p>24 be our strong preference to sell all the</p> <p>25 dark stores at the right value for lots</p>

Page 126	Page 127
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 of reasons, one of which is it has no</p> <p>3 impact on headcount.</p> <p>4 MR. BROMLEY: When you have a</p> <p>5 chance, I think we'd like to take a</p> <p>6 break.</p> <p>7 MR. QURESHI: Well, you're</p> <p>8 asking. Does the witness want a</p> <p>9 break? We can take a break, of</p> <p>10 course.</p> <p>11 MR. BROMLEY: Great.</p> <p>12 (A recess was had.)</p> <p>13 MR. QURESHI: Let's go back on</p> <p>14 the record.</p> <p>15 MR. BROMLEY: Before we go any</p> <p>16 further, I want to make sure I don't</p> <p>17 forget, we're going to designate the</p> <p>18 transcript as highly confidential.</p> <p>19 MR. QURESHI: No? Okay. All of</p> <p>20 it?</p> <p>21 MR. BROMLEY: All of it. Other</p> <p>22 than that question.</p> <p>23 Q. Mr. Kamlani, am I right that your</p> <p>24 business plan, ESL business plan</p> <p>25 contemplates Newco hiring a new CEO?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. It does.</p> <p>3 Q. Can you tell me please where</p> <p>4 Newco is in the process of its search</p> <p>5 for a new CEO?</p> <p>6 A. There were a handful of</p> <p>7 candidates prepetition that different</p> <p>8 members of the board had interviewed and</p> <p>9 spent time with for the CEO job. We may</p> <p>10 relook at some of those.</p> <p>11 In addition to that, through</p> <p>12 Eddie's network, I'm aware that he's</p> <p>13 speaking to people regularly. The last</p> <p>14 conversation I had with him was within</p> <p>15 the last two to three days that perhaps</p> <p>16 we should consider retaining Korn Ferri</p> <p>17 or Russell Reynolds, Egon Zehnder, but</p> <p>18 that decision hasn't been made yet.</p> <p>19 Q. So no outside search firm has</p> <p>20 been retained as yet?</p> <p>21 A. Not yet.</p> <p>22 Q. Other than generalists with names</p> <p>23 on them that the board may have</p> <p>24 considered prepetition, do you know if</p> <p>25 any particular candidates have been</p>
Page 128	Page 129
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 approached about their interest in the</p> <p>3 position?</p> <p>4 A. I am not. That would be</p> <p>5 something that it's very possible</p> <p>6 wouldn't surprise me if Eddie is down</p> <p>7 the line on it. I'm not aware of it.</p> <p>8 Q. Is there any possibility of Mr.</p> <p>9 Lampert serving as CEO as far as you are</p> <p>10 aware?</p> <p>11 A. On day one of the close which is</p> <p>12 targeted to be February 8th, Eddie and I</p> <p>13 have not had a specific conversation of</p> <p>14 what he has in mind for Newco. I think</p> <p>15 it's fair to say that we will not have a</p> <p>16 CEO on board given the tight time frame.</p> <p>17 So I can't speak to who the CEO will be</p> <p>18 on February 8th if that is in fact the</p> <p>19 closing date.</p> <p>20 Q. And does the business plan or do</p> <p>21 you make any assumptions about when you</p> <p>22 think you will have a new CEO in place</p> <p>23 or hope to have a new CEO in place?</p> <p>24 A. I hope to have a new CEO in place</p> <p>25 sooner rather than later because the ABL</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 documents, in effect, have conditions in</p> <p>3 it that if we do not have a CEO in place</p> <p>4 that's unaffiliated with ESL and one of</p> <p>5 the three members of the current office</p> <p>6 of the CEO were to leave the company,</p> <p>7 then we must hire a chief restructuring</p> <p>8 officer. And those firms and those</p> <p>9 people are not inexpensive, and that is</p> <p>10 not a cost we have any interest in</p> <p>11 bearing.</p> <p>12 Q. The business plan also makes</p> <p>13 reference to certain core business units</p> <p>14 requiring talent upgrades, I think is</p> <p>15 the phrase used in the business plan.</p> <p>16 Are you aware of where Newco is at</p> <p>17 in terms of identifying other senior</p> <p>18 executives that it needs to hire beyond</p> <p>19 a CEO?</p> <p>20 A. We're not as far along as we</p> <p>21 would like to be. This process has been</p> <p>22 all consuming in order to get to where</p> <p>23 we are today.</p> <p>24 Q. Are you able to tell me how many</p> <p>25 positions, senior executive positions</p>

Page 130	Page 131
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Newco is seeking to fill?</p> <p>3 A. I don't have a count.</p> <p>4 Q. Approximate, three, five?</p> <p>5 A. I honestly just don't have a</p> <p>6 count.</p> <p>7 Q. Are you able to identify any</p> <p>8 particular business units where Newco is</p> <p>9 looking to hire new senior executives?</p> <p>10 A. Certainly the CEO position as we</p> <p>11 discussed would be under consideration.</p> <p>12 Potentially new senior leadership in</p> <p>13 charge of retail operations. And we</p> <p>14 would look at current leadership across</p> <p>15 the other major business units being</p> <p>16 Sears Auto Centers, Innovel, Sears Home</p> <p>17 Services, Kenmore and DieHard.</p> <p>18 Q. Has an outside recruiting firm</p> <p>19 been retained to fill any of those</p> <p>20 positions?</p> <p>21 A. No.</p> <p>22 Q. Is it the intention that you will</p> <p>23 do so?</p> <p>24 A. I discussed it with Eddie in the</p> <p>25 last couple of days. I do not have a</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 definitive answer one way or the other.</p> <p>3 Q. Do you expect to have any formal</p> <p>4 role in Newco?</p> <p>5 A. I do not, other than potentially</p> <p>6 serving on the board of Newco.</p> <p>7 Q. Let's turn to page 6 of the</p> <p>8 business plan, please.</p> <p>9 MR. BROMLEY: This is exhibit 6?</p> <p>10 A. Page 6, right?</p> <p>11 MR. BROMLEY: Exhibit 6, page 6?</p> <p>12 MR. QURESHI: Yes, thank you.</p> <p>13 Exhibit 6, page 6 which should be</p> <p>14 labeled why Newco will be successful.</p> <p>15 Q. Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. Looking in particular at the</p> <p>18 second item competitive advantage, can</p> <p>19 you -- and there's a reference in the</p> <p>20 second set of bullets to Amazon. It</p> <p>21 says Amazon and others continue to seek</p> <p>22 to leverage Sears capabilities through</p> <p>23 its Innovel network.</p> <p>24 Can you just explain first of all,</p> <p>25 is it anticipated that the competitive</p>
Page 132	Page 133
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 advantage to which you refer in that</p> <p>3 item will drive initial revenue?</p> <p>4 A. Revenue and more importantly free</p> <p>5 cash flow.</p> <p>6 Q. And what's the basis for that</p> <p>7 assumption?</p> <p>8 A. There are not many logistics</p> <p>9 companies that have a network across the</p> <p>10 United States that have the ability to</p> <p>11 deliver and install big bulky items in</p> <p>12 white coats. Innovel is one of</p> <p>13 literally just maybe two or three. And</p> <p>14 so the Amazon relationship which got</p> <p>15 struck a couple of years ago is a real</p> <p>16 feather in the cap of that business</p> <p>17 because generally in the marketplace if</p> <p>18 Amazon has endorsed it, that's quite an</p> <p>19 endorsement for the business.</p> <p>20 Q. To your knowledge have there been</p> <p>21 any discussions with Amazon about</p> <p>22 expanding the current relationship that</p> <p>23 the company has with them?</p> <p>24 A. Yes.</p> <p>25 Q. What's your knowledge of those</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 discussions?</p> <p>3 A. Those discussions were well</p> <p>4 before the prepetition date. I don't</p> <p>5 know where they are today.</p> <p>6 Q. Have you personally been involved</p> <p>7 in any discussions with Amazon since the</p> <p>8 petition date?</p> <p>9 A. I have not spoken to Amazon since</p> <p>10 the petition date.</p> <p>11 Q. Have you received any updates</p> <p>12 from anybody at the company concerning</p> <p>13 any conversations with Amazon subsequent</p> <p>14 to the petition date?</p> <p>15 A. I received an update yesterday or</p> <p>16 day before yesterday that our Amazon</p> <p>17 business is significantly off because of</p> <p>18 the filing.</p> <p>19 Q. And from whom did you receive</p> <p>20 that update?</p> <p>21 A. Pierre Boutros.</p> <p>22 Q. And what position does he hold?</p> <p>23 A. He's held many so I can't tell</p> <p>24 you which one he holds today. But at</p> <p>25 some point in time he was responsible</p>

<p style="text-align: right;">Page 134</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 for the KCD business unit which stands</p> <p>3 for Kenmore, Craftsman and DieHard. I</p> <p>4 believe he still has responsibility for</p> <p>5 that and other responsibilities as well.</p> <p>6 Q. Have there been any discussions</p> <p>7 to your knowledge with any third parties</p> <p>8 other than Amazon concerning use of the</p> <p>9 Innovel network?</p> <p>10 A. Yes.</p> <p>11 Q. Which ones?</p> <p>12 A. Wayfair.</p> <p>13 Q. When did those discussions take</p> <p>14 place?</p> <p>15 A. Prepetition.</p> <p>16 Q. And do you have any understanding</p> <p>17 of whether any agreements were reached</p> <p>18 with Wayfair prepetition?</p> <p>19 A. I don't believe that they reached</p> <p>20 an agreement with Wayfair because the</p> <p>21 company ended up filing.</p> <p>22 Q. In terms of your discussions</p> <p>23 regarding the Amazon business, did you</p> <p>24 get any detail in that conversation</p> <p>25 around how far off the Amazon business</p>	<p style="text-align: right;">Page 135</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 is?</p> <p>3 A. I didn't.</p> <p>4 Q. Does the fact that the Amazon</p> <p>5 business is off by whatever margin</p> <p>6 impact at all your confidence level in</p> <p>7 what you project Newco will do with</p> <p>8 Amazon?</p> <p>9 A. No, and the reason is I suspect</p> <p>10 the Amazon business is off due to the</p> <p>11 tension that the bankruptcy process</p> <p>12 causes with respect to ordering</p> <p>13 inventory from vendors. And so once we</p> <p>14 emerge and the supply chain is back to</p> <p>15 normal, if not better than what it used</p> <p>16 to be, that that issue should resolve</p> <p>17 itself. That is, my informed guess</p> <p>18 tells me that that is a supply issue,</p> <p>19 not a demand issue.</p> <p>20 Q. Let's go back on page 6 to the</p> <p>21 last item on the page, technological</p> <p>22 advancements. Is this a reference to</p> <p>23 technological advancements related to</p> <p>24 the Shop Your Way program?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 136</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. And can you describe for me in</p> <p>3 any more specificity, and again feel</p> <p>4 free to look at the document if you'd</p> <p>5 like, what specific technological</p> <p>6 advancements are being referred to here?</p> <p>7 A. So let's look at page 9. The</p> <p>8 company over the last several years, led</p> <p>9 by Eddie's vision on what Shop Your Way,</p> <p>10 you know, should and can be, has been</p> <p>11 investing in providing additional</p> <p>12 capabilities to that overall platform.</p> <p>13 In addition to that, the</p> <p>14 partnership that we formed with Citi to</p> <p>15 create the Shop Your Way Citi MasterCard</p> <p>16 provides Citi with incentive to also</p> <p>17 fund the development of capabilities in</p> <p>18 the Shop Your Way platform because the</p> <p>19 more that credit card is used, it inures</p> <p>20 to their benefit as it does the company.</p> <p>21 I can't speak specifically to</p> <p>22 initiative by initiative. This is an</p> <p>23 area of focus that is, you know, very</p> <p>24 close to Eddie and he's very involved in</p> <p>25 and he would probably be able to do a</p>	<p style="text-align: right;">Page 137</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 far better job than I could.</p> <p>3 Q. Are you able to provide any</p> <p>4 further detail on the level of capex</p> <p>5 that, under this new business plan,</p> <p>6 Newco anticipates putting into</p> <p>7 technology related to the Shop Your Way</p> <p>8 program?</p> <p>9 A. No. The capex that I have</p> <p>10 focused on in this business plan was</p> <p>11 making sure that we reflected what the</p> <p>12 management team and specifically the CIO</p> <p>13 believed he needed in order to deliver</p> <p>14 on streamlining the organization and</p> <p>15 taking out SG&amp;A from the IT</p> <p>16 organization.</p> <p>17 And so there is \$30 million of</p> <p>18 capex solely related to IT in order to</p> <p>19 effectuate take out of SG&amp;A in that</p> <p>20 organization.</p> <p>21 Q. If we look on page 9, some of the</p> <p>22 initiatives that are highlighted on that</p> <p>23 page like machine learning and data</p> <p>24 insights, just to pick two examples, is</p> <p>25 there specifically contemplated capex in</p>

Page 138	Page 139
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the Newco business plan to pursue these</p> <p>3 initiatives?</p> <p>4 A. No, there isn't. And the reason</p> <p>5 is with respect to enhancing the Shop</p> <p>6 Your Way platform, I didn't get into the</p> <p>7 accounting as to what would be capex,</p> <p>8 what would be opex and so the dollars</p> <p>9 are in the budget. Is it possible that</p> <p>10 opex should be capex and capex should be</p> <p>11 opex? It's possible.</p> <p>12 Q. So whatever bucket it's in, your</p> <p>13 testimony is that the initiatives that</p> <p>14 are set forth, for example, on page 9</p> <p>15 with respect to the Shop Your Way are</p> <p>16 accounted for in the budget?</p> <p>17 A. They should be, yes.</p> <p>18 Q. And I take it from your answer</p> <p>19 that you would not be able to by looking</p> <p>20 at the budget tell me what bucket they</p> <p>21 fall into?</p> <p>22 A. I would not.</p> <p>23 Q. And nor would you be able to tell</p> <p>24 me whether individually or in the</p> <p>25 aggregate how much is contemplated will</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 be spent on the various initiatives that</p> <p>3 are set forth on page 9?</p> <p>4 A. That's correct.</p> <p>5 Q. And does that information exist</p> <p>6 somewhere?</p> <p>7 A. I'd have to talk to the company.</p> <p>8 Q. Does it exist somewhere in the</p> <p>9 ESL business plan?</p> <p>10 A. It does not.</p> <p>11 Q. Is it your understanding that the</p> <p>12 initiatives that are set forth on page</p> <p>13 9, are initiatives that the company was</p> <p>14 already contemplating in its business</p> <p>15 plan as distinct from ESL and the Newco</p> <p>16 plan?</p> <p>17 A. Can you repeat the question?</p> <p>18 Q. Sure. Trying to understand</p> <p>19 whether the initiatives that are set</p> <p>20 forth on page 9, are initiatives that</p> <p>21 were already contemplated by the</p> <p>22 company, or whether by the company in</p> <p>23 its December or whatever version of its</p> <p>24 business plan, or whether these are</p> <p>25 initiatives that are initiatives of</p>
Page 140	Page 141
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Newco and are therefore in the Newco</p> <p>3 business plan?</p> <p>4 MR. BROMLEY: Objection,</p> <p>5 misstates testimony.</p> <p>6 MR. QURESHI: I wasn't restating</p> <p>7 his testimony.</p> <p>8 MR. BROMLEY: Well, you are.</p> <p>9 A. So this page I created in</p> <p>10 partnership with the Shop Your Way</p> <p>11 business development team maybe 12 to 18</p> <p>12 months ago. It is a reflection of the</p> <p>13 evolution of what Shop Your Way should</p> <p>14 and will become over time.</p> <p>15 So let's take one example. Using</p> <p>16 data insights to score members in real</p> <p>17 time and power decisions and experience</p> <p>18 through relevant marketing channels.</p> <p>19 I don't believe that you need a</p> <p>20 million dollars to do that. I'm not</p> <p>21 sure you need \$10 to do that.</p> <p>22 These are processes that are</p> <p>23 already set up that, through refinement</p> <p>24 and testing and learning, we can</p> <p>25 understand consumer behavior and how to</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 impact consumer behavior in a way that</p> <p>3 benefits the business.</p> <p>4 So this slide should not be taken</p> <p>5 as you need to buy a \$50 million</p> <p>6 mainframe in order to do X, Y or Z.</p> <p>7 This is a path the company has</p> <p>8 been on over a very -- quite a while,</p> <p>9 and through testing and learning and</p> <p>10 refining has been driving a better and</p> <p>11 better Shop Your Way platform.</p> <p>12 I think those who may have looked</p> <p>13 at it, have taken this slide to indicate</p> <p>14 that some X millions of dollars are</p> <p>15 required to ultimately get to this type</p> <p>16 of platform. This platform exists.</p> <p>17 Ultimately, it's how do you use it to</p> <p>18 drive the right consumer behavior.</p> <p>19 Q. And your testimony is that the</p> <p>20 substance of this slide was something</p> <p>21 you discussed twelve to 18 months ago</p> <p>22 with the management team?</p> <p>23 A. I put this slide together with BJ</p> <p>24 Nadal who is the head of the Shop Your</p> <p>25 Way business to prepare for one of</p>

Page 142

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 several business development  
3 opportunities when we were pitching to  
4 Shop Your -- trying to add Shop Your Way  
5 partners.  
6 So literally hand drew this slide  
7 with a piece of paper and pencil  
8 probably over a year ago.  
9 Q. And how has Shop Your Way  
10 performed historically as against your  
11 expectations for what could be achieved  
12 based on these or other initiatives?  
13 A. Shop Your Way has not yet  
14 performed to my expectations.  
15 Q. And what is it that is changing  
16 or is new or is different around the ESL  
17 plan that causes you to think that Shop  
18 Your Way, going forward as part of  
19 Newco, will be able to improve as  
20 compared to its historical performance?  
21 A. The thesis behind Shop Your Way  
22 is to deliver an ecosystem around our  
23 customers which we refer to as members,  
24 Shop Your Way members, around our  
25 members' lives to ultimately bring value

Page 144

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 still paying for your Uber ride. Now  
3 you've just been given \$40 in points.  
4 We signed up a similar partnership with  
5 Time Inc. so that people can by  
6 magazines virtually for free. You buy  
7 \$20 in magazines you get \$20 in points  
8 over the course of a month, the magazine  
9 effectively is free.  
10 The reason it has not met my  
11 expectations is we should have had 50 of  
12 those partnerships by now. But Sears  
13 has always been characterized in the  
14 newspapers, the trade rags as about to  
15 fall over any given day of the week for  
16 the last several years, and that has  
17 been an impediment to engendering the  
18 confidence of partners to invest their  
19 time and effort into a Shop Your Way  
20 partnership.  
21 We've gotten some major marquis  
22 brand partnerships done, Citigroup,  
23 Uber, Time Inc., a whole bunch of names  
24 I can't recall off the top of my head,  
25 but it should have been more.

Page 143

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 and convenience to them.  
3 In order to do that, the company  
4 has to be in a position to sign up  
5 partnerships with third parties to  
6 become Shop Your Way partners. The more  
7 partnerships we sign up, then the more  
8 places that a member can earn Shop Your  
9 Way points. The more places they can  
10 earn more points, the more relevant it  
11 is to their lives.  
12 So an example would be we signed  
13 up a partnership with Uber. People who  
14 have a Shop Your Way account who have  
15 linked their Shop Your Way account to  
16 their Uber app like live and die now by  
17 Uber because every time you take an Uber  
18 ride you earn \$2 in Shop Your Way  
19 points. So if you take five Ubers a  
20 week you earn \$10 in points, \$40 in  
21 points a month, you can go to K-Mart,  
22 middle class family, and buy all your  
23 household goods for free, which you  
24 wouldn't have been able to do unless you  
25 had simply linked your account. You're

Page 145

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 When we come out with a balance  
3 sheet that has not 5 plus billion  
4 dollars of debt on it but about a  
5 billion, no pension obligations because  
6 that will be left with Remainco and a  
7 minimum liquidity requirement on our ABL  
8 of \$400 million at close, I believe we  
9 will have the confidence of  
10 counterparties who are unwilling to  
11 transact in the past, I think will have  
12 that confidence going forward.  
13 Q. And what assumptions does the ESL  
14 business plan make in terms of new  
15 partnerships that will be able to be  
16 entered into for the Shop Your Way  
17 program?  
18 A. It's not at a level of detail  
19 where we have, you know, X partnerships.  
20 Q. So are there any revenue or  
21 margin or EBITDA assumptions built into  
22 the plan based on partnerships and what  
23 may or may not be achieved?  
24 A. Not specifically attributed to  
25 partnerships.

Page 146	Page 147
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 MR. QURESHI: Let's mark as UCC 9</p> <p>3 a Sears Holdings deck labeled SG&amp;A.</p> <p>4 (Exhibit 9, Sears Holdings deck</p> <p>5 labeled SG&amp;A was marked for</p> <p>6 identification.)</p> <p>7 Q. Mr. Kamalani, have you seen this</p> <p>8 document before?</p> <p>9 A. It certainly looks very familiar.</p> <p>10 I've definitely seen aspects of it.</p> <p>11 This specific one I can't tell you but</p> <p>12 I'm familiar with its contents.</p> <p>13 Q. Well, more generally as part of</p> <p>14 the ESL plan, ESL makes certain</p> <p>15 assumptions around SG&amp;A savings that can</p> <p>16 be achieved, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And can you describe for me</p> <p>19 generally as part of the ESL plan how</p> <p>20 you arrived at the assumptions that are</p> <p>21 embedded in that plan around SG&amp;A</p> <p>22 savings?</p> <p>23 A. Yes. We took the SG&amp;A plan,</p> <p>24 reduction plan that the company put in</p> <p>25 place and walked us through certainly</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 when we were in Hoffman in that November</p> <p>3 time period. They may have walked us</p> <p>4 through it before then but definitely</p> <p>5 during that time period, and became</p> <p>6 comfortable with the actions that they</p> <p>7 were taking that these SG&amp;A reductions</p> <p>8 were certainly possible and probable.</p> <p>9 In fact, on page 2 where it says</p> <p>10 wave 1 November 2018, while that wave 1</p> <p>11 was going on the reduction in force over</p> <p>12 those two days, those were the two days</p> <p>13 -- two of those that we were in Hoffman</p> <p>14 those two days.</p> <p>15 So while I may have heard about</p> <p>16 this plan walking into Hoffman, \$84</p> <p>17 million was done when I was walking out</p> <p>18 of Hoffman.</p> <p>19 Wave 2, it's my understanding that</p> <p>20 this is largely also done. So 84 plus</p> <p>21 56, you know, 140, 140 is already done.</p> <p>22 There's still quite a bit to go,</p> <p>23 but so far the team has executed exactly</p> <p>24 what they said they would be doing.</p> <p>25 Q. Do you know whether the ESL plan</p>
Page 148	Page 149
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 makes assumptions around SG&amp;A cuts or</p> <p>3 SG&amp;A savings that are different than</p> <p>4 what the company assumed in its most</p> <p>5 recent plan?</p> <p>6 A. The only difference between the</p> <p>7 two plans is that we have an additional</p> <p>8 10 to \$15 million of SG&amp;A to bring in</p> <p>9 additional senior management to</p> <p>10 complement the existing management team.</p> <p>11 Q. Other than that, your</p> <p>12 understanding is that ESL is not</p> <p>13 forecasting any more aggressive SG&amp;A</p> <p>14 savings than the company?</p> <p>15 A. That's accurate.</p> <p>16 Q. If you look specifically on page</p> <p>17 3 at Shop Your Way, it's toward the</p> <p>18 bottom of the page under total home</p> <p>19 services and other businesses, below</p> <p>20 that you'll see a line item for Shop</p> <p>21 Your Way. Do you see that?</p> <p>22 A. I do.</p> <p>23 Q. Then if you go across the page</p> <p>24 and you look at the variants, payroll</p> <p>25 and then nonpayroll and then total, did,</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 in your assumptions in the business plan</p> <p>3 around the, what you believe Shop Your</p> <p>4 Way can achieve for the company, how if</p> <p>5 at all did those assumptions take into</p> <p>6 account the SG&amp;A forecasts that we see</p> <p>7 on this page with respect to Shop Your</p> <p>8 Way?</p> <p>9 A. So the Shop Your Way business</p> <p>10 unit encompasses a number of things far</p> <p>11 more than what we referred to on that</p> <p>12 previous page 9 I think it was.</p> <p>13 Q. Yes.</p> <p>14 A. For example, there's a program</p> <p>15 called Shop Your Way Relay. I couldn't</p> <p>16 tell you what the annual run rate costs</p> <p>17 of Shop Your Way Relay is, but it was</p> <p>18 negative operating cash flow not</p> <p>19 positive.</p> <p>20 I believe a lot of this reduction</p> <p>21 is related to items that I would</p> <p>22 consider not core to what Shop Your Way</p> <p>23 really should be about going forward.</p> <p>24 Q. Would that statement be true also</p> <p>25 of marketing expenses related to the</p>

Page 150	Page 151
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Shop Your Way program?</p> <p>3 A. Can you just point out to me</p> <p>4 where you see marketing expenses related</p> <p>5 to Shop Your Way?</p> <p>6 Q. I can try. Actually that line</p> <p>7 item is not referenced in here. We have</p> <p>8 that number but I'm not, in the</p> <p>9 interests of time I'm going to keep</p> <p>10 moving.</p> <p>11 Just generally speaking without</p> <p>12 looking at the specifics, do you have an</p> <p>13 understanding that historically</p> <p>14 marketing spend related to the Shop Your</p> <p>15 Way program has been decreasing?</p> <p>16 A. No.</p> <p>17 Q. What is your understanding?</p> <p>18 A. My understanding is we have been</p> <p>19 working to reduce the marketing spend to</p> <p>20 third parties such as Google, Yahoo,</p> <p>21 other similar outfits because we think</p> <p>22 through our partnership with Citi, which</p> <p>23 funds a significant amount of the Shop</p> <p>24 Your Way points on our behalf, a hundred</p> <p>25 cents on the dollar, that we will get a</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 better return on investment by putting</p> <p>3 Shop Your Way points, which is a form of</p> <p>4 marketing, in the pockets of consumers</p> <p>5 rather than taking dollars and putting</p> <p>6 it in the pockets of Google, hoping that</p> <p>7 someone finds a search work.</p> <p>8 Q. Go back if you could to the</p> <p>9 business plan, exhibit 6, and if you</p> <p>10 could flip to page 47. And you'll see</p> <p>11 page 47 is the slide detailing expected</p> <p>12 SG&amp;A of 545 million in 2019, do you see</p> <p>13 that?</p> <p>14 A. Yes, I do.</p> <p>15 Q. If you look third row marketing,</p> <p>16 fiscal year '19, it looks like a budget</p> <p>17 of marketing expense is 65 million, you</p> <p>18 see that?</p> <p>19 A. I do.</p> <p>20 Q. And there's a footnote and the</p> <p>21 footnote says additional reduction of 48</p> <p>22 million related to digital marketing is</p> <p>23 included in the marketing initiatives.</p> <p>24 Does that reduction in digital marketing</p> <p>25 impact Shop Your Way at all? Trying to</p>
Page 152	Page 153
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 figure out what's in that bucket?</p> <p>3 A. I believe that digital marketing</p> <p>4 refers to the Googles of the world, the</p> <p>5 Googles, the Yahoos, the Ebays, we have</p> <p>6 just not found those to be a great</p> <p>7 return, as a general rule of thumb.</p> <p>8 That's not true for every single</p> <p>9 business. There are certain businesses</p> <p>10 that are effective in Google but as a</p> <p>11 rule of thumb not for the entire</p> <p>12 organization.</p> <p>13 But just a real key point. The</p> <p>14 amount of economics that Citi generates</p> <p>15 off of the Shop Your Way card is</p> <p>16 enormous. They fund significant</p> <p>17 marketing dollars and reimburse the</p> <p>18 company a hundred cents on the dollar</p> <p>19 for every Shop Your Way point that a</p> <p>20 consumer comes into the company and uses</p> <p>21 to buy something.</p> <p>22 And so a lot of the Shop Your Way</p> <p>23 funding does not come from the company,</p> <p>24 it comes from Citi.</p> <p>25 Q. Does ESL have specific headcount</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 forecasts that is tied to its business</p> <p>3 plan?</p> <p>4 A. Our expectation is that there</p> <p>5 will be approximately 45,000 employees</p> <p>6 at close. And the spirit and I believe</p> <p>7 the letter of the contract is that we</p> <p>8 will extend all of them offers to remain</p> <p>9 with Newco.</p> <p>10 Q. When you say the letter of the</p> <p>11 contract, is it your understanding that</p> <p>12 Newco is contractually obligated to</p> <p>13 extend offers of employment to all</p> <p>14 current employees?</p> <p>15 A. That's the understanding I'm</p> <p>16 working under. And when we retained E&amp;Y</p> <p>17 two to three days ago on integration</p> <p>18 processing, I told them make sure in</p> <p>19 every one of your workstreams that we're</p> <p>20 ready to extend offers to everybody as</p> <p>21 soon as we can.</p> <p>22 Q. Has ESL done any forecasting of</p> <p>23 where it expects headcount to be in the</p> <p>24 future, one year out let's say?</p> <p>25 A. No. Best number we have right</p>



<p style="text-align: right;">Page 154</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 now is one given to us by the company</p> <p>3 which is approximately 45,000 FTs at</p> <p>4 close. Of course those FTs are</p> <p>5 stratified between part time, full time,</p> <p>6 salaried, hourly, etc. We will</p> <p>7 replicate what is in place today for</p> <p>8 those employees, except for the fact</p> <p>9 that we will go back to a much more</p> <p>10 lucrative severance plan than the</p> <p>11 company currently has in place.</p> <p>12 Q. Turn to page 17, please, of</p> <p>13 exhibit 6. And you'll see the heading</p> <p>14 on that page small store footprint, and</p> <p>15 you referred in a number of your prior</p> <p>16 answers to the small store format. Is</p> <p>17 what's described on this page what you</p> <p>18 were referring to?</p> <p>19 A. Yes.</p> <p>20 Q. So when in the first bullet point</p> <p>21 it describes these as smaller footprint</p> <p>22 digital stores, can you tell me what you</p> <p>23 mean by a digital store as it's used in</p> <p>24 this document?</p> <p>25 A. Yes. So just bear with me one</p>	<p style="text-align: right;">Page 155</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 moment.</p> <p>3 Q. Sure.</p> <p>4 A. So today as outlined on page 17</p> <p>5 we've opened four of these locations,</p> <p>6 Texas, Colorado, Hawaii and</p> <p>7 Pennsylvania.</p> <p>8 I have not actually been in one of</p> <p>9 these stores but I've seen videos of</p> <p>10 them. They provide a state of the art</p> <p>11 consumer experience as it relates to</p> <p>12 being able to buy appliances relative to</p> <p>13 anything else in the marketplace. They</p> <p>14 are totally paperless. You can sit down</p> <p>15 and we can replicate to the exact specs</p> <p>16 right down to the centimeter what your</p> <p>17 kitchen looks like today. A couple can</p> <p>18 say I want that Kenmore refrigerator.</p> <p>19 We can put that Kenmore refrigerator</p> <p>20 visually on the display board. We can</p> <p>21 literally put the whole kitchen together</p> <p>22 so they can see exactly what their</p> <p>23 kitchen would look like as if we had</p> <p>24 built it.</p> <p>25 They can order that kitchen. They</p>
<p style="text-align: right;">Page 156</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 can buy protection agreements from our</p> <p>3 Sears Home Services for that kitchen.</p> <p>4 Before they walk out they can get a</p> <p>5 service date for delivery of that</p> <p>6 kitchen because we own the logistics</p> <p>7 business Innovel and that kitchen will</p> <p>8 be delivered.</p> <p>9 There is to my knowledge no</p> <p>10 experience like that in the market</p> <p>11 today. I think today you would probably</p> <p>12 agree if you walked into Lowe's, Sears</p> <p>13 or Home Depot you would be walking up</p> <p>14 and down aisles to try to figure out</p> <p>15 what refrigerator you want and you would</p> <p>16 probably have a measuring tape to try to</p> <p>17 figure out will it fit.</p> <p>18 Q. And what assumptions does the ESL</p> <p>19 plan make in terms of the number of the</p> <p>20 small footprint stores that will be</p> <p>21 opened?</p> <p>22 A. Zero.</p> <p>23 Q. What assumptions does the ESL</p> <p>24 plan make in terms of capex necessary to</p> <p>25 pursue these small footprint stores?</p>	<p style="text-align: right;">Page 157</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. Zero.</p> <p>3 Q. And why is it being discussed at</p> <p>4 all in the business plan?</p> <p>5 A. Because I believe ultimately we</p> <p>6 will open these stores. They'll get</p> <p>7 open one of two ways. There will be a</p> <p>8 perfect market for this store and we</p> <p>9 will put new money in the ground like</p> <p>10 was done in the Hawaii store. Or in the</p> <p>11 process of where a landlord wants to buy</p> <p>12 back, you know, their ground lease or</p> <p>13 someone wants to buy us out of a store,</p> <p>14 we sometimes get presented with the</p> <p>15 opportunity to carve out 7500 to 12,000</p> <p>16 square feet as a part of the transaction</p> <p>17 to be able to remodel one of these new</p> <p>18 design footprint stores so that we keep</p> <p>19 our place in the market. We shrink from</p> <p>20 call it 130,000 square feet to 10,000</p> <p>21 square feet and as a part of an overall</p> <p>22 cash generating transaction, we actually</p> <p>23 end up with a better business model in</p> <p>24 that market.</p> <p>25 Q. Turn to page 15 of that business</p>

Page 158	Page 159
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 plan, please. You see on this page it's</p> <p>3 got the real estate breakdown and then</p> <p>4 two columns appraised lit value and</p> <p>5 appraised dark value. Are the appraised</p> <p>6 values here as far as you understand a</p> <p>7 reference back to the Cushman &amp;</p> <p>8 Wakefield appraisals to which you</p> <p>9 referred earlier, do you know?</p> <p>10 A. Let me just look at it for one</p> <p>11 second.</p> <p>12 Q. Sure.</p> <p>13 A. The appraised value of 1985, in</p> <p>14 that number is definitely the Cushman &amp;</p> <p>15 Wakefield values that appraised -- that</p> <p>16 I referenced earlier.</p> <p>17 However, there are other</p> <p>18 appraisals which are estimates of value</p> <p>19 beyond the Cushman &amp; Wakefield</p> <p>20 appraisals in this 1985 because the 1985</p> <p>21 corresponds to the 425 properties and</p> <p>22 the Dove &amp; Sparrow facilities that we</p> <p>23 referenced earlier which have Cushman &amp;</p> <p>24 Wakefield appraisals, is only like 170</p> <p>25 properties.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 So the answer is yes, it's in</p> <p>3 here, but this is not it. There's other</p> <p>4 stuff in here as well.</p> <p>5 Q. And does there exist somewhere a</p> <p>6 schedule property by property that would</p> <p>7 build to that 1.85 number?</p> <p>8 A. There may be. I couldn't tell</p> <p>9 you definitively. There may be.</p> <p>10 Q. Well do you know if that's</p> <p>11 information to which ESL had access in</p> <p>12 putting this business plan together?</p> <p>13 A. If that exists, Moelis would have</p> <p>14 it.</p> <p>15 Q. Turn to page 21, please, and</p> <p>16 you'll see this is the Kenmore section</p> <p>17 of the business plan. Is there a</p> <p>18 forecast of how much capex Newco intends</p> <p>19 to spend on the Kenmore business?</p> <p>20 A. No.</p> <p>21 Q. What assumptions, if any, are</p> <p>22 embedded in the business plan with</p> <p>23 respect to spend that is required in</p> <p>24 terms of the various initiatives that</p> <p>25 are described in this section of the</p>
Page 160	Page 161
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 business plan, page 21, 22 through 25</p> <p>3 that relate to the Kenmore business?</p> <p>4 A. So Kenmore, unlike any other</p> <p>5 major appliance brand of consequence in</p> <p>6 the United States, is the only one</p> <p>7 that's owned by a retailer. So as you</p> <p>8 know, Whirlpool, LG, Samsung, all owned</p> <p>9 by OEMs.</p> <p>10 The R&amp;D and innovation of Kenmore</p> <p>11 comes from the OEMs that manufacture</p> <p>12 Kenmore, for the most part, it does not</p> <p>13 come from Sears. So, for example, our</p> <p>14 connected products is largely the R&amp;D</p> <p>15 that is in LG products and LG shares</p> <p>16 with us as part and parcel of</p> <p>17 manufacturing hundreds of millions of</p> <p>18 dollars of Kenmore products with LG. So</p> <p>19 -- I'll leave it at that.</p> <p>20 Q. So just as an example on page 21</p> <p>21 there is, if you look on the far left,</p> <p>22 that box that says how do we get there</p> <p>23 and the third item down invest in</p> <p>24 innovation particularly with respect to</p> <p>25 connected living solutions.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Again what assumption, if any,</p> <p>3 does your business plan make around what</p> <p>4 the quantum of those investments will be</p> <p>5 and over what period of time?</p> <p>6 A. The business plan assumes that</p> <p>7 our OEM partners will continue to invest</p> <p>8 as they have before; and therefore,</p> <p>9 consistent with the past, the future</p> <p>10 business plan does not have specific</p> <p>11 dollars relating to, Newco dollars as it</p> <p>12 relates to connected living solutions in</p> <p>13 the business plan.</p> <p>14 Q. The pages we're looking at here</p> <p>15 on Kenmore, pages 21 through 25, are</p> <p>16 these pages as far as you know that were</p> <p>17 taken from prior business plans that you</p> <p>18 worked on?</p> <p>19 A. No. 21 I handwrote myself.</p> <p>20 22 is directly from the company.</p> <p>21 23 is a page that was created for</p> <p>22 when we were marketing the Kenmore brand</p> <p>23 for a partnership with an OEM except the</p> <p>24 numbers have been updated for whatever</p> <p>25 time period this is.</p>

Page 162	Page 163
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 And page 24 I handwrote myself to</p> <p>3 have a discussion with LG to explain to</p> <p>4 them why it is Sears in particular with</p> <p>5 its collection of assets including the</p> <p>6 ability to not simply sell an appliance</p> <p>7 but to be able to sell protection</p> <p>8 because we're a Sears Home Services</p> <p>9 business, to provide customer</p> <p>10 convenience because we own Innovel, the</p> <p>11 logistics business, allows us to own the</p> <p>12 lifecycle of the consumer rather than</p> <p>13 simply having a transactional</p> <p>14 relationship with them and that should</p> <p>15 inure to their benefit and it should</p> <p>16 inure to ours.</p> <p>17 Q. The Amazon case study that's</p> <p>18 referenced on slide 24, is that also</p> <p>19 part of what you handwrote?</p> <p>20 A. Where do you see the Amazon case</p> <p>21 study? I see it, second bullet.</p> <p>22 Q. Yes.</p> <p>23 A. I couldn't tell you if I wrote</p> <p>24 that bullet or not, but I certainly</p> <p>25 agree with it.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Have you seen any or undertaken</p> <p>3 any analysis of the profitability of</p> <p>4 Kenmore sales through the Amazon channel</p> <p>5 as compared to Kenmore sales through</p> <p>6 your own retail outlets?</p> <p>7 A. It's been a while, but I have</p> <p>8 seen an analysis that would -- that you</p> <p>9 characterized.</p> <p>10 Q. And directionally, how do those</p> <p>11 two compare?</p> <p>12 A. The Amazon relationship, or the</p> <p>13 economic structuring of the Amazon</p> <p>14 relationship has been set up such that</p> <p>15 we should really be indifferent whether</p> <p>16 a product, a Kenmore product sells</p> <p>17 through Amazon or sells through Sears</p> <p>18 directly.</p> <p>19 Q. Meaning that Sears will realize</p> <p>20 the same margin regardless of the</p> <p>21 channel it's sold in?</p> <p>22 A. There is some differential; it's</p> <p>23 not material. But what Amazon provides</p> <p>24 in addition to simply providing largely</p> <p>25 the same margin, is the largest</p>
Page 164	Page 165
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 distribution channel in the United</p> <p>3 States that Sears can tap into without</p> <p>4 having to build like another 5,000</p> <p>5 stores.</p> <p>6 Q. Let's go to exhibit 7, the</p> <p>7 liquidity analysis. And in particular</p> <p>8 in exhibit 7, look at the second row</p> <p>9 labeled Kenmore third party.</p> <p>10 A. Sorry, what page are you on?</p> <p>11 Q. Page 2. You see the second row,</p> <p>12 Kenmore third party?</p> <p>13 A. Yes.</p> <p>14 Q. The second bullet within that row</p> <p>15 it reads assumes one additional third</p> <p>16 party account coming online in 2020 with</p> <p>17 expected sales of 500 million and a</p> <p>18 billion in 2020 and 2021 respectively.</p> <p>19 And my question to you, sir, is</p> <p>20 are there any specific third parties</p> <p>21 that ESL had in mind in that aspect of</p> <p>22 its forecast?</p> <p>23 A. Our view is that one of the</p> <p>24 national, large box appliance retailers</p> <p>25 would have an interest in distributing</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the Kenmore brand, similar to the way</p> <p>3 that Lowe's was very, very excited to be</p> <p>4 able to distribute the Craftsman brand.</p> <p>5 Q. And to your knowledge, has the</p> <p>6 company had any conversations with any</p> <p>7 third parties about distributing the</p> <p>8 Kenmore brand?</p> <p>9 A. In March of 2016 we, the company,</p> <p>10 put out a release that we were running a</p> <p>11 public process to externalize the</p> <p>12 Kenmore, Craftsman, DieHard brands and</p> <p>13 the Sears Home Services business. We</p> <p>14 hired Citigroup to do that. Ultimately</p> <p>15 we sold Craftsman to Stanley,</p> <p>16 Black+Decker for \$900 million plus</p> <p>17 however you valued the royalty stream</p> <p>18 back from Stanley, Black+Decker. Call</p> <p>19 it a billion dollars round numbers.</p> <p>20 As a part of that process, Citi</p> <p>21 would have spoken to all of the logical</p> <p>22 experts who would have an interest in</p> <p>23 Kenmore and at the time and to today the</p> <p>24 company has not been able to execute a</p> <p>25 transaction.</p>

Page 166

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. And the assumption in the ESL  
3 business plan is that post close, Newco  
4 will be able to execute on that kind of  
5 a transaction?  
6 A. Yeah, I don't see it happening,  
7 you know, six months out of the gate.  
8 This is a transaction that will take  
9 some time but this is ultimately a  
10 transaction I believe will get done.  
11 Q. And the forecast, your liquidity  
12 forecast assumes comes on line in 2020,  
13 correct?  
14 A. It does at a 4 percent royalty  
15 rate. So if I'm wrong, if my \$500  
16 million, the impact to the 2020 forecast  
17 would be \$20 million. And so just for  
18 my own context setting -- sorry, it's  
19 really hard to read page 7 even though I  
20 had a hand in putting it together.  
21 It looks like in 2020, can't quite  
22 read the number, but the unlevered free  
23 cash flow looks like it's \$274 million.  
24 I don't know if someone can read it  
25 better than I can.

Page 168

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 a break?  
3 Q. Sure. We will take a break  
4 whenever you want it. Let's talk about  
5 Innovel. If you turn back to the  
6 business plan and go to page 31. We  
7 talked earlier, there's a reference in  
8 how to do we get there box to robotics  
9 technology, again similar to what we  
10 talked about earlier. Is there any  
11 specific capex sums in your forecast  
12 around how much is going to need to be  
13 spent to acquire that technology?  
14 A. No, and the reason why is that a  
15 company had approached us at some point  
16 in the last 12 to 18 months about  
17 testing their own robotics technology  
18 within a handful of our mini  
19 distribution facilities or larger  
20 distribution facilities that never got  
21 any traction. But that technology is  
22 out there and can be structured via a  
23 partnership if we so choose. This is  
24 not something that we would go invest  
25 Newco dollars in.

Page 167

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. In 2020?  
3 A. The ending liquidity under the  
4 revolver is 311 million, I think. So if  
5 we're wrong, that number is off by \$20  
6 million. I just don't want anyone to  
7 think if we're wrong the number is off  
8 by \$500 million. We're off by \$20  
9 million.  
10 Q. And is there any backup, other  
11 than what's in this deck, to that \$500  
12 million forecast?  
13 A. The backup is that Sears today  
14 along with its, the other distribution  
15 channels that Kenmore is sold through, I  
16 believe does about \$3 billion, two and a  
17 half to \$3 billion of retail. Let's  
18 assume that that was at 700 stores. And  
19 so if you take the logical suspects who  
20 have a footprint that is much more --  
21 much larger than a Sears footprint, for  
22 someone to come out of the gate doing  
23 1/6 of what Sears does today was a  
24 conservative estimate.  
25 Maybe we shoot for like 4:15, take

Page 169

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. So the assumption is that Sears  
3 will be able to acquire the benefit of  
4 that technology essentially without any  
5 capex outlay?  
6 A. Yes.  
7 Q. Let's flip to exhibit 7 again,  
8 the liquidity analysis.  
9 A. Getting whiplash.  
10 Q. And go to the Innovel row, little  
11 more than halfway down the page.  
12 A. Yes.  
13 Q. The assumption set forth here is  
14 that Innovel increases third party  
15 revenues and grows it to \$300 million by  
16 2021. Do you see that?  
17 A. I do.  
18 Q. What's the backup, if you will,  
19 or the build that leads to that  
20 projection getting included in the ESL  
21 plan?  
22 A. So the company has a build to get  
23 to \$500 million of incremental revenue  
24 by 2021. A significant portion of that  
25 \$500 million is by target customers. It

Page 170	Page 171
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 felt a little aggressive to me to go in</p> <p>3 at 500 million. I cut it back to 300</p> <p>4 million.</p> <p>5 This is a one of a kind business.</p> <p>6 It cannot be replicated overnight. Home</p> <p>7 Depot is trying. It doesn't take</p> <p>8 capital, it takes time as well as</p> <p>9 capital.</p> <p>10 There is absolutely no reason.</p> <p>11 There are retailers and there are</p> <p>12 eTailers out there that need to get</p> <p>13 goods into peoples' homes and there are</p> <p>14 only a couple of people that can do it</p> <p>15 and we're one of them. I've got a lot</p> <p>16 of confidence this will happen.</p> <p>17 Q. And beyond your personal</p> <p>18 confidence level, is there any other</p> <p>19 more detailed backup that shows more</p> <p>20 specifically where those dollars are</p> <p>21 coming from or when they're going to</p> <p>22 appear?</p> <p>23 A. The company would have, the</p> <p>24 Innovel business within the company</p> <p>25 would have that schedule.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Let's go within the liquidity</p> <p>3 forecast page 2, let's look at the row</p> <p>4 for Sears Auto Center. It's about two</p> <p>5 third of the way down the page. You see</p> <p>6 that?</p> <p>7 A. Yes.</p> <p>8 Q. And specifically the assumption</p> <p>9 around 125 basis points of margin</p> <p>10 improvement for 2019 and upwards from</p> <p>11 there. Can you explain how you arrived</p> <p>12 at those margin improvement forecasts?</p> <p>13 Were those new ESL forecasts or was that</p> <p>14 taken from the company, if you know?</p> <p>15 A. I'm not sure if this was taken</p> <p>16 from the company or if this was ESL.</p> <p>17 But the Sears Auto Center business has</p> <p>18 been underperforming for quite some</p> <p>19 time. I suspect if you were to</p> <p>20 quadruple these assumptions it would</p> <p>21 move the EBITDA number by less than like</p> <p>22 4 or \$5 million. Within the Sears</p> <p>23 umbrella this is just not a business</p> <p>24 that is going to move the needle one way</p> <p>25 or the other. So it is probably the</p>
Page 172	Page 173
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 business that I spent the least amount</p> <p>3 of time on, with Monarch being the one</p> <p>4 that I absolutely spent the least amount</p> <p>5 of time on.</p> <p>6 Q. Go back to the business plan if</p> <p>7 you could, please. And in particular if</p> <p>8 you turn to page 45. And once you're</p> <p>9 there you'll see a table at the bottom</p> <p>10 of the page preliminary 2019 forecasted</p> <p>11 financials. Are you with me?</p> <p>12 A. Yes.</p> <p>13 Q. Look at the gross margin row and</p> <p>14 the margin percentage, I should say.</p> <p>15 Can you explain, so if you look at</p> <p>16 the numbers across 2019 you'll see that</p> <p>17 in August and September of 2019 there's</p> <p>18 a dip to 26 percent margin and then it</p> <p>19 ticks back up in October and then</p> <p>20 ultimately back to 30 percent in</p> <p>21 December.</p> <p>22 Why does it go down to 26 in</p> <p>23 August and September if you know?</p> <p>24 A. So Q3 tends to be the worst</p> <p>25 quarter for Sears and I believe largely</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 all retailers. I don't think it's</p> <p>3 unique to us. There's nothing as it</p> <p>4 relates to major holidays that drive</p> <p>5 traffic in that quarter and therefore, I</p> <p>6 think that's why you're seeing the</p> <p>7 margins dip.</p> <p>8 Q. On page 46 there's a description</p> <p>9 of key initiatives. Has there been any</p> <p>10 analysis done or is there any backup</p> <p>11 with respect to any of these</p> <p>12 initiatives, how they will impact</p> <p>13 revenue or how they will impact EBITDA</p> <p>14 or how they will impact margins?</p> <p>15 A. So the first one on SG&amp;A we were</p> <p>16 well aware of and diligenced when I was</p> <p>17 in Hoffman and so have been factored</p> <p>18 into our overall business plan.</p> <p>19 I don't know a specific</p> <p>20 attribution analysis on we got this much</p> <p>21 of SG&amp;A we'll do this, impact the</p> <p>22 business in that way.</p> <p>23 But the business plan contemplates</p> <p>24 this level of SG&amp;A takeout.</p> <p>25 The gross margin improvements</p>

Page 174	Page 175
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 reflect number 2 assortment</p> <p>3 optimization. The gross margin</p> <p>4 improvements reflect assortment</p> <p>5 optimization. I make the similar</p> <p>6 comment for number 3.</p> <p>7 Q. And is that analysis that exists</p> <p>8 anywhere in writing as far as you know?</p> <p>9 Is there a model that would show us that</p> <p>10 detail?</p> <p>11 A. No. Well, the company may have</p> <p>12 one, but ESL does not have a detailed</p> <p>13 model, for example, on, you know,</p> <p>14 calibrating SKUs across the company and</p> <p>15 if you take out these SKUs this happens</p> <p>16 to gross margin. We don't have that.</p> <p>17 Q. So am I correct you're making an</p> <p>18 assumption if these changes are made it</p> <p>19 will be a positive benefit to gross</p> <p>20 margin, it's just not quantified?</p> <p>21 A. My assumption is that the</p> <p>22 leadership at the company has this</p> <p>23 correct.</p> <p>24 Q. Do you know if the company in its</p> <p>25 business plan has attempted to quantify</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 the benefit that would be achieved from</p> <p>3 that initiative?</p> <p>4 A. I do not.</p> <p>5 Q. Or quantify the impact on gross</p> <p>6 margin from that initiative?</p> <p>7 A. I don't have that detail.</p> <p>8 Q. I think you testified earlier,</p> <p>9 but please correct me if I'm wrong, Mr.</p> <p>10 Kamlani, that ESL in its business plan</p> <p>11 has essentially adopted the company's</p> <p>12 forecast for SG&amp;A reduction; is that</p> <p>13 right?</p> <p>14 A. Except for the additions to SG&amp;A</p> <p>15 that we put on to complement management.</p> <p>16 Q. So your understanding is that</p> <p>17 SG&amp;A -- sorry.</p> <p>18 Your understanding is that ESL is</p> <p>19 not forecasting any more aggressive SG&amp;A</p> <p>20 reductions than is the company; to the</p> <p>21 contrary, you're assuming some</p> <p>22 additional SG&amp;A related to new hires?</p> <p>23 A. That's accurate.</p> <p>24 Q. I'm going to ask you to do a</p> <p>25 comparison here between two documents.</p>
Page 176	Page 177
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 So if you can take out the ESL business</p> <p>3 plan that you have and turn to page 47,</p> <p>4 and if you can also pull out the</p> <p>5 December, a company December plan which</p> <p>6 is exhibit 5.</p> <p>7 A. What page in the company plan?</p> <p>8 Q. In the company plan?</p> <p>9 MR. BROMLEY: Are we done with</p> <p>10 the liquidity plan for now?</p> <p>11 MR. QURESHI: Never.</p> <p>12 MR. BROMLEY: For now?</p> <p>13 MR. QURESHI: You can put it away</p> <p>14 for now.</p> <p>15 THE WITNESS: It's going to be</p> <p>16 around for years, I can promise you.</p> <p>17 Q. Page 19 of the 2018 business</p> <p>18 plan. So if you -- so in the December</p> <p>19 plan I want you to look at the line item</p> <p>20 for call centers. So it's just above</p> <p>21 the halfway point of the page where you</p> <p>22 see it says total back office, if you go</p> <p>23 two rows above that.</p> <p>24 A. Yes, I see it.</p> <p>25 Q. See call centers, and then if you</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 look at fiscal year '19 annual it shows</p> <p>3 \$23 million in SG&amp;A for the call center.</p> <p>4 A. Are you referring to the</p> <p>5 company's business plan?</p> <p>6 Q. Yes.</p> <p>7 A. Okay. So I see 7 million in Q4</p> <p>8 of '18. I'm making my way left to right</p> <p>9 across. I see the 23, yes. Got it.</p> <p>10 Q. If you look at the annual, that's</p> <p>11 the annual number for fiscal '19,</p> <p>12 correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Now go back to the ESL</p> <p>15 plan, and in the ESL plan on page 47 I</p> <p>16 need you to look at footnote 3. And</p> <p>17 footnote 3 says that call centers is not</p> <p>18 allocated and its primarily composed of</p> <p>19 21 million on line that goes on from</p> <p>20 there. Do you see that?</p> <p>21 A. I do.</p> <p>22 Q. So my question is in the ESL</p> <p>23 plan, first of all, does the ESL plan</p> <p>24 assume the continued existence of call</p> <p>25 centers?</p>

Page 178	Page 179
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. It does.</p> <p>3 Q. And then the next question is, if</p> <p>4 you can tell me where in the ESL plan</p> <p>5 that I'm looking at I can find the</p> <p>6 allocation of SG&amp;A relating to the call</p> <p>7 centers?</p> <p>8 A. Unless you see it, I can't find</p> <p>9 footnote 3 on page 47 of the ESL</p> <p>10 document.</p> <p>11 Q. There should be three really</p> <p>12 small font footnotes at the bottom of</p> <p>13 the page?</p> <p>14 A. But I mean where is the</p> <p>15 corresponding reference on the page.</p> <p>16 Because the footnote says --</p> <p>17 Q. I see what you're saying. Well</p> <p>18 you're not alone.</p> <p>19 A. Primarily composed of 21 million</p> <p>20 of online.</p> <p>21 Q. I'm trying to --</p> <p>22 A. It's in here somewhere. I know</p> <p>23 where you're going.</p> <p>24 Q. That's what I'm trying to figure</p> <p>25 out is where to go?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I'm looking for the missing</p> <p>3 footnote 3 which you are as well. So</p> <p>4 I'm not sure I can help you on this</p> <p>5 point, but there's a missing footnote 3.</p> <p>6 I'll let you know what at least</p> <p>7 gives me confidence that it's in here.</p> <p>8 The full year '19 total home office in</p> <p>9 the ESL plan is 506. In the total full</p> <p>10 year '19 in the company plan, home</p> <p>11 office is 474. So that's a difference</p> <p>12 of \$32 million. So I've got confidence</p> <p>13 that we didn't forget \$23 somewhere.</p> <p>14 But I acknowledge the point I'm unable</p> <p>15 to tell you what number it's in sitting</p> <p>16 here at this point in time.</p> <p>17 MR. QURESHI: All right, it's</p> <p>18 4:15 which I believe was the</p> <p>19 requested time for Mr. Bromley's</p> <p>20 break so why don't we do that.</p> <p>21 (A recess was had.)</p> <p>22 MR. QURESHI: Let's go back on</p> <p>23 the record.</p> <p>24 Q. Mr. Kamalani, I'm going to try to</p> <p>25 shortcut this a little bit and see if we</p>
Page 180	Page 181
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 can skip some of the documents.</p> <p>3 Do you know in the ESL business</p> <p>4 plan how many distribution centers ESL</p> <p>5 plans to retain?</p> <p>6 A. There are two sets of</p> <p>7 distribution centers. There are</p> <p>8 conveyable distribution centers and then</p> <p>9 I guess nonconveyable.</p> <p>10 Q. So of the conveyable varieties?</p> <p>11 A. I know they're reducing the</p> <p>12 conveyables. I don't know the exact</p> <p>13 number.</p> <p>14 Q. So let's go quickly if we can to</p> <p>15 two documents. Let's go to the December</p> <p>16 2018 business plan which is exhibit 5, I</p> <p>17 think.</p> <p>18 A. What page?</p> <p>19 Q. Page 19. And on page 19, under</p> <p>20 total home office, bottom of the page</p> <p>21 you see where it says supply chain DC</p> <p>22 operations?</p> <p>23 A. Yes.</p> <p>24 Q. If you go across the page to the</p> <p>25 annualized number, there's 227 million</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 for fiscal year 2019.</p> <p>3 A. Correct.</p> <p>4 Q. See that?</p> <p>5 A. I do.</p> <p>6 Q. So that is, and tell me if you</p> <p>7 agree, what the company in this plan</p> <p>8 forecasts SG&amp;A to be for the supply</p> <p>9 chain DC operations for fiscal year</p> <p>10 2019, correct?</p> <p>11 A. Yes, that's my understanding.</p> <p>12 Q. So that's 227 million. Now let's</p> <p>13 go to in the same deck back to slide 7.</p> <p>14 And in the very bottom row of slide 7,</p> <p>15 in the right hand column there's a</p> <p>16 second bullet point where the underlined</p> <p>17 text is supply chain and logistics. Do</p> <p>18 you see that?</p> <p>19 A. Yes, 9 going to 5.</p> <p>20 Q. That's right. So can we agree</p> <p>21 that in the 9 going to 5 conveyable</p> <p>22 distribution centers scenario, the</p> <p>23 company's SG&amp;A forecast for fiscal 2019</p> <p>24 is 227 million?</p> <p>25 A. Yes, we could.</p>

Page 182	Page 183
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Now let's go back to the ESL</p> <p>3 business plan. And in the ESL plan</p> <p>4 which is exhibit 6, I believe, let's go</p> <p>5 to slide 47. I'm sorry, let's go to</p> <p>6 page 33 first. On page 33 of the ESL</p> <p>7 plan, under key figures on this page</p> <p>8 there's a reference to 11 middle mile</p> <p>9 distribution centers placed across the</p> <p>10 country. Do you see that basis point?</p> <p>11 A. I do.</p> <p>12 Q. So what I'm trying to understand</p> <p>13 through comparing these documents is,</p> <p>14 are you guys going from 11 to 5 of</p> <p>15 conveyable DCs like the company business</p> <p>16 plan suggests, or are you staying at 11,</p> <p>17 or am I looking at two different things</p> <p>18 here?</p> <p>19 A. It's apples and oranges. Two</p> <p>20 different things.</p> <p>21 Q. Okay.</p> <p>22 A. The company assumption of 9 to 5</p> <p>23 which in part reduces the, was it \$127</p> <p>24 million?</p> <p>25 Q. 227.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. 227 on that previous page?</p> <p>3 Q. Yes.</p> <p>4 A. Would largely foot on page 47 the</p> <p>5 ESL plan of 228. We were off by \$1</p> <p>6 million. 227 versus 228.</p> <p>7 Page 33 is the Innovel footprint</p> <p>8 which relies on 11 middle mile</p> <p>9 distribution centers in 108 I guess what</p> <p>10 is referred to as final mile cross dot</p> <p>11 centers. Those 11 middle mile</p> <p>12 distribution centers I do not believe</p> <p>13 are the conveyable distribution centers.</p> <p>14 Q. Okay.</p> <p>15 A. The conveyable distribution</p> <p>16 centers is a different animal. This 11</p> <p>17 is yet another. That's the apples, this</p> <p>18 is the orange.</p> <p>19 Q. So where the company is</p> <p>20 forecasting going from 9 to 5 conveyable</p> <p>21 distribution centers, that's an</p> <p>22 assumption that carries through?</p> <p>23 A. Absolutely.</p> <p>24 Q. In the ESL plan?</p> <p>25 A. Correct.</p>
Page 184	Page 185
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Got it. Thank you. Sticking</p> <p>3 with the ESL plan for a minute, let's go</p> <p>4 to page 49 of that plan, and this is on</p> <p>5 IT. And here we see right below the</p> <p>6 table in the box 30 in investment, tries</p> <p>7 to achieve a 96 million reduction in</p> <p>8 annual spend to an annual run rate of</p> <p>9 \$63 million. Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. Is that a projection of -- is</p> <p>12 that a projection that comes from the</p> <p>13 company or is that an ESL projection?</p> <p>14 A. Comes from the company.</p> <p>15 Q. And that's something that ESL</p> <p>16 believes can be achieved in its plan?</p> <p>17 A. Correct.</p> <p>18 Q. And do you have or have you seen</p> <p>19 the backup for that assumption, or is</p> <p>20 there backup for that assumption?</p> <p>21 A. There is backup. We did review</p> <p>22 it in Hoffman with the CIO. I do not</p> <p>23 have it. But we have reviewed it.</p> <p>24 Q. Okay. Let's put the business</p> <p>25 plan aside and switch gears and talk</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 about some of the provisions of the</p> <p>3 asset purchase agreement. First of all,</p> <p>4 and I think we covered this, but you</p> <p>5 were the principal negotiator of the APA</p> <p>6 on ESL's behalf; is that fair?</p> <p>7 A. Along with my financial advisors</p> <p>8 and my lawyers, yes.</p> <p>9 Q. And this entity that we talked</p> <p>10 about earlier called Transform Holdco</p> <p>11 LLC, that is the buying entity?</p> <p>12 A. That is my understanding of that,</p> <p>13 yes.</p> <p>14 Q. And we talked earlier about the</p> <p>15 equity ownership in Transform Holdco, so</p> <p>16 I want to come back to that and talk</p> <p>17 about its capital structure.</p> <p>18 How post closing do you expect</p> <p>19 Transform Holdco to be capitalized?</p> <p>20 A. Do you mind if I refer to the</p> <p>21 liquidity analysis?</p> <p>22 Q. Not at all. Look at whatever you</p> <p>23 need to to help you answer the question.</p> <p>24 A. Perfect. So why don't we look at</p> <p>25 exhibit 7.</p>



Page 186	Page 187
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. Okay.</p> <p>3 A. And let's go to page 7. Can I</p> <p>4 underline a couple of numbers while I'm</p> <p>5 doing this?</p> <p>6 MR. BROMLEY: Actually, why don't</p> <p>7 you just describe it on the record.</p> <p>8 THE WITNESS: Okay.</p> <p>9 A. So let's start talking about the</p> <p>10 equity.</p> <p>11 Q. Okay.</p> <p>12 A. ESL will take, rough numbers,</p> <p>13 approximately \$2 billion of senior debt</p> <p>14 in the existing capital structure today</p> <p>15 and subordinate that senior debt and its</p> <p>16 associated claims to the most junior</p> <p>17 position in the capital structure of</p> <p>18 Newco in the form of equity. That is by</p> <p>19 and large the majority of the equity</p> <p>20 contribution which is the conversion of</p> <p>21 that senior debt to equity plus cash</p> <p>22 required to purchase out other senior</p> <p>23 debtholders who would prefer not to do</p> <p>24 what ESL is doing which is to convert to</p> <p>25 equity, they want to be cashed out as we</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 discussed earlier. So that's the equity</p> <p>3 piece.</p> <p>4 The debt part of the capital</p> <p>5 structure, and let's for this</p> <p>6 conversation if it's okay assume closing</p> <p>7 day one what the cap balance sheet</p> <p>8 should look like.</p> <p>9 Q. Okay.</p> <p>10 A. There will be outstanding LCs of</p> <p>11 \$118 million within the revolving credit</p> <p>12 facility. I'm looking at the top left</p> <p>13 at page 7.</p> <p>14 Q. Mm-hmm.</p> <p>15 A. There will be a \$271 million</p> <p>16 facility where Citi is the issuing bank</p> <p>17 on the balance sheet. We will have real</p> <p>18 estate debt of \$175 million on the</p> <p>19 balance sheet, long-term debt it will</p> <p>20 have a three-year maturity.</p> <p>21 There will be a FILO term loan of</p> <p>22 at least \$250 million. The \$1.3 billion</p> <p>23 ABL facility, as of today, \$750 million</p> <p>24 is committed of the revolver of that</p> <p>25 \$1.3. \$250 million will definitely come</p>
Page 188	Page 189
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 in the form of a FILO term loan. So</p> <p>3 that's a billion.</p> <p>4 What we don't know, that we will</p> <p>5 know, is that last 300 million, will it</p> <p>6 come in the form of a revolving dollars</p> <p>7 by other banks, or will it come in the</p> <p>8 form of a FILO term loan from other</p> <p>9 institutional holders?</p> <p>10 Either way, at the closing table,</p> <p>11 the three joint lead underwriters will</p> <p>12 fund the billion-three. The syndication</p> <p>13 process ultimately will provide for the</p> <p>14 mix of a billion-three not to be less</p> <p>15 than \$750 million of revolving dollars.</p> <p>16 No one should confuse that with</p> <p>17 that there's going to be \$1.3 billion of</p> <p>18 ABL outstanding at close.</p> <p>19 The model contemplates that \$250</p> <p>20 million of FILO term loan will be</p> <p>21 outstanding at close, and the revolver</p> <p>22 draw at close will be, it's hard to read</p> <p>23 but I think it says 478. And you'll see</p> <p>24 underneath the 478, two or three lines</p> <p>25 down, it says ending ABL availability of</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 402. We have a condition in our ABL</p> <p>3 agreement that on the day of close we</p> <p>4 must have at least \$400 million of</p> <p>5 availability under the revolver. That's</p> <p>6 why that number is just above \$400</p> <p>7 million.</p> <p>8 The last part of the debt stack is</p> <p>9 the junior debt that's rolling over into</p> <p>10 Newco's balance sheet.</p> <p>11 Back at the top left quadrant,</p> <p>12 last line, there's a label there called</p> <p>13 exit financing, \$350 million. That is</p> <p>14 the junior DIP that's rolling over.</p> <p>15 So if you add up starting with the</p> <p>16 exit financing, working my way up, 350,</p> <p>17 the 250, the 175, plus the amount of</p> <p>18 draw on the revolver on day 1, that's</p> <p>19 the total amount of debt. Depending on</p> <p>20 who you talk to, the Citi LC facility of</p> <p>21 271 million, some financial executives</p> <p>22 consider that debt, some do not. The</p> <p>23 ABL lenders as an example do not</p> <p>24 consider that debt. I'll let you decide</p> <p>25 where you want to place that.</p>

Page 190	Page 191
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 So that's the debt and the equity</p> <p>3 of the balance sheet. I can try and</p> <p>4 spend some time on the liabilities and</p> <p>5 the assets if you like.</p> <p>6 Let me stop there.</p> <p>7 Q. Let's do that. What is your</p> <p>8 understanding of the liabilities and the</p> <p>9 assets?</p> <p>10 A. So as we've discussed through the</p> <p>11 course of the day, this is an asset-rich</p> <p>12 business by virtue of the real estate</p> <p>13 which today is largely encumbered, but</p> <p>14 as a result of ESL subordinating its</p> <p>15 positions, it becomes unencumbered</p> <p>16 except for the 175 million that we will</p> <p>17 put on it for the purposes of close. So</p> <p>18 that's a significant asset.</p> <p>19 All of the IP will continue to be</p> <p>20 an asset of the business. The</p> <p>21 liabilities that we are assuming between</p> <p>22 the protection agreement liability which</p> <p>23 is I think just a bit over a billion</p> <p>24 dollars, that's protection agreement</p> <p>25 liability. The 2008 vintage of gift</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 cards that were issued plus Shop Your</p> <p>3 Way points, that's in the 75 to \$80</p> <p>4 million range.</p> <p>5 And then through the process of</p> <p>6 negotiations with the company, we have</p> <p>7 assumed 503(b)(9) claims, accounts</p> <p>8 payable that the company has run up</p> <p>9 through the postpetition period,</p> <p>10 employee severance. I believe that</p> <p>11 makes up the majority of it.</p> <p>12 There's a schedule I'm sure that's</p> <p>13 available and is probably available in</p> <p>14 this room on exactly what those numbers</p> <p>15 are, so I don't want to speculate or</p> <p>16 guess. But those numbers are all in the</p> <p>17 asset purchase agreement.</p> <p>18 Q. Sure. How much cash, if any, is</p> <p>19 ESL putting into this bid, of its own</p> <p>20 cash?</p> <p>21 A. Hundreds of millions of dollars.</p> <p>22 Less than a billion. In the hundreds.</p> <p>23 Q. And by cash, I mean not coming</p> <p>24 from third party financing sources?</p> <p>25 A. Yes, cash.</p>
Page 192	Page 193
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. What do you believe the total to</p> <p>3 be?</p> <p>4 A. Well, there's pro forma for the</p> <p>5 U-Haul transaction. Cascade needs to be</p> <p>6 bought out to the tune of let's say \$75</p> <p>7 million. One way or another, Great</p> <p>8 American will get cash of \$30 million.</p> <p>9 So help me keep track as we're going</p> <p>10 along here. That's \$105 million.</p> <p>11 The IP ground lease facility needs</p> <p>12 to be bought out by Ochs-Ziff, let's</p> <p>13 just call that \$40 million. My number</p> <p>14 is off there, but round numbers.</p> <p>15 Within the last couple of weeks</p> <p>16 knowing that we were heading in this</p> <p>17 direction there was another holder in</p> <p>18 the intellectual property ground lease</p> <p>19 facility. We wanted to make sure there</p> <p>20 wasn't any issue there so we bought them</p> <p>21 out. That was roughly \$35 million.</p> <p>22 Q. Who was that?</p> <p>23 A. Kawa, K-A-W-A.</p> <p>24 Q. Okay.</p> <p>25 A. A few weeks before that, having a</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 vantage point on where we were heading,</p> <p>3 we funded roughly \$102 million to buy</p> <p>4 UBS out of the Sparrow facility in order</p> <p>5 to credit bid that facility.</p> <p>6 We agreed to \$19 million in</p> <p>7 transfer taxes.</p> <p>8 We agreed to a \$35 million payment</p> <p>9 as a part of the settlement in order to</p> <p>10 credit bid our debt.</p> <p>11 While I'm continuing to think, can</p> <p>12 you give me a sum total of what you have</p> <p>13 there so far?</p> <p>14 Q. Roughly 325.</p> <p>15 A. North of \$300 million sounds</p> <p>16 about right. I don't think I'm missing</p> <p>17 a number that would take us over 4. But</p> <p>18 there are significant deal expenses that</p> <p>19 only get triggered if a transaction gets</p> <p>20 completed that would add to that.</p> <p>21 Q. Now you mentioned a condition in</p> <p>22 your ABL that at closing there would be</p> <p>23 at least \$400 million in availability</p> <p>24 under the revolver; do you recall that?</p> <p>25 A. I do but I just want to go back</p>

Page 194

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 to the last question for a moment.  
3 Q. Sure.  
4 A. We will fund 87 and a half  
5 million dollars with respect to the real  
6 estate loan at the closing table. The  
7 other 87 and a half million dollars will  
8 be funded by Cyrus. That was a major  
9 number that I forgot as we were going  
10 through these numbers.  
11 Q. Thank you. So just to restate  
12 the revolver question, you testified  
13 earlier that it is a condition with your  
14 ABL lenders that at closing there be at  
15 least \$400 million of availability under  
16 the revolver; is that correct?  
17 A. Correct.  
18 Q. As you sit here today do you have  
19 an understanding of what the company  
20 forecasts availability to be on that  
21 date?  
22 A. I want to ask you to clarify the  
23 question.  
24 Q. Sure.  
25 A. The availability under their

Page 195

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 revolver?  
3 Q. Well --  
4 A. Because I -- the availability  
5 under their revolver is irrelevant to  
6 me.  
7 Q. Fair point. Is it ESL's  
8 anticipation that there will be 400  
9 million in availability at the closing  
10 date?  
11 A. Yes. We have \$120 million  
12 deposit up that says there will be \$400  
13 million in availability at the closing  
14 date.  
15 Q. And ESL's assumption of  
16 availability under the revolver, that  
17 assumes what total size of revolving  
18 facility?  
19 A. 1.3 billion.  
20 Q. So I'm happy to put a copy of the  
21 asset purchase agreement in front of you  
22 if it's helpful, or why don't we go back  
23 to, we've used that at the outset, that  
24 summary of material terms of the  
25 transaction.

Page 196

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 A. Yep, I got it.  
3 MR. KANE: Exhibit 3.  
4 Q. And I want to direct you in this  
5 form to page 5. I think it's page 5.  
6 Yes. So the assumption of liabilities  
7 section, the summary of those provisions  
8 starts on page 4 and it carries over  
9 from there. And in particular I want to  
10 focus for a minute on assumed 503(b)(9)  
11 liabilities which are set forth in the  
12 top box on page 5.  
13 A. I see it.  
14 Q. See it?  
15 A. Yep.  
16 Q. And in particular you'll see the  
17 description of assumed liabilities  
18 includes \$13 million for 503(b)(9)  
19 claims. And my question for you is, do  
20 you have an understanding of how that  
21 \$139 million number that is in the APA  
22 was arrived at?  
23 A. I do. I do.  
24 Q. How?  
25 A. A week prior to that it was a

Page 197

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 lesser number.  
3 Q. When you say it was a lesser  
4 number, the company told you --  
5 A. It was less than \$13 million.  
6 Q. According to the company?  
7 A. That we were asked to assume.  
8 Q. I see, okay.  
9 A. On this date I couldn't tell you  
10 exactly what the company's number is.  
11 I'm not privy to that, but what we were  
12 asked to assume.  
13 Over the course of that next call  
14 it three to seven days, it was conveyed  
15 to us that if we wanted to get a  
16 transaction done we would need to  
17 consider assuming more 503(b)(9) claims  
18 than we had originally assumed.  
19 Ultimately we agreed to assume  
20 \$139 million not to be exceeded.  
21 Q. And do you know the total quantum  
22 of 503(b)(9) claims that have been  
23 asserted against the company?  
24 A. I do not.  
25 Q. You said at one point in time the

Page 198

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 debtor asked you to assume a lower  
3 amount of 503(b)(9) claims. Do you know  
4 what that lower amount was, do you  
5 recall?  
6 A. I don't.  
7 Q. Did you receive, as far as you  
8 can recall, any explanation as to why  
9 that number increased from whatever it  
10 was to the 139 million?  
11 A. I may be confusing two issues.  
12 But one of the liabilities we were asked  
13 to assume, which could have been the  
14 503(b)(9) claims, we were told the  
15 company initially had applied a credit  
16 against 503(b)(9) claims which was  
17 erroneous on a report that they had  
18 generated when we'd had the initial  
19 negotiation, and that when that report  
20 was corrected the number ended up being  
21 larger.  
22 That was not all of the variance.  
23 That was a part of the variance.  
24 Q. Is it your understanding that the  
25 company's intention in seeking 139 in

Page 199

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 assumed 503(b)(9) liabilities, that that  
3 amount will be sufficient to satisfy all  
4 such liabilities of the estate?  
5 MR. BROMLEY: If you know.  
6 Q. If you know.  
7 A. I don't know.  
8 Q. Has ESL undertaken any analysis  
9 independent of the company of 503(b)(9)  
10 liabilities of the estate?  
11 A. Not to my knowledge.  
12 Q. What happens to 503(b)(9)  
13 claimants if total 503(b)(9) liabilities  
14 exceed \$139 million?  
15 MR. BROMLEY: Objection, that  
16 asks for a legal conclusion.  
17 Q. If you know.  
18 A. I don't.  
19 Q. But your understanding is that  
20 ESL's obligation to satisfy those  
21 amounts is capped at 139?  
22 A. Yes.  
23 Q. And is it your understanding that  
24 ESL is actually assuming those  
25 obligations, such that a 503(b)(9)

Page 200

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 claimant can look to ESL to satisfy that  
3 obligation, or is it an obligation to  
4 reimburse the estate, if you know?  
5 MR. BROMLEY: Objection, the  
6 agreement speaks for itself.  
7 A. So I agree we should look at the  
8 agreement. But one clarification. It  
9 would be Transformco, not ESL.  
10 Q. Fair enough. Well was it a point  
11 of negotiation as far as you are aware  
12 whether 503(b)(9) liabilities would  
13 actually be assumed by ESL as opposed to  
14 triggering a reimbursement obligation?  
15 A. I don't recall that being a point  
16 of contention.  
17 Q. If you look at that same  
18 provision in the exhibit, that same  
19 paragraph that describes 503(b)(9), in  
20 item C it refers to other payables that  
21 shall not exceed 166 million in the  
22 aggregate. Do you see that?  
23 A. I do.  
24 Q. Do you have an understanding of  
25 what's encompassed in that other

Page 201

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 payables bucket?  
3 A. I do.  
4 Q. Can you please describe that?  
5 A. These other payables are accounts  
6 payables to vendors associated with  
7 inventory that the company is expected  
8 to put in purchase orders for, but shall  
9 not have received as of the closing  
10 date. We agreed to take payables not to  
11 exceed \$166 million.  
12 Q. And can you tell me how in the  
13 course of negotiations the 166 was  
14 arrived at?  
15 A. It started as a lower number and  
16 it grew over time.  
17 Q. Were you provided in the course  
18 of the discussions with the debtor any  
19 estimate of the debtor's of what they  
20 expected those other payables to be at  
21 the closing date?  
22 A. My understanding is that as they  
23 continued to refine their numbers, the  
24 numbers they were providing us with was  
25 their estimation of what the obligation

Page 202	Page 203
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 of the estate would be to vendors as of</p> <p>3 the closing date that they were asking</p> <p>4 Newco to pick up so that the liability</p> <p>5 would not be left with the estate.</p> <p>6 Q. Again in that same paragraph in</p> <p>7 the exhibit there's a reference to</p> <p>8 severance reimbursement obligations not</p> <p>9 exceeding \$43 million. Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. Please provide for me your</p> <p>12 understanding of the severance</p> <p>13 obligations that the company is assuming</p> <p>14 -- sorry, that the ESL or Newco is</p> <p>15 undertaking?</p> <p>16 A. There was a point in the</p> <p>17 negotiation where they represented to us</p> <p>18 that they would have \$43 million of</p> <p>19 severance obligations and that in order</p> <p>20 to get a transaction done, we should</p> <p>21 strongly consider assuming</p> <p>22 responsibility for those severance</p> <p>23 obligations. We ultimately agreed to do</p> <p>24 so. But again, not to exceed \$43</p> <p>25 million.</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 Q. So it's your understanding the 43</p> <p>3 million represents the company's</p> <p>4 estimate of what actual severance</p> <p>5 obligations would be at closing?</p> <p>6 A. That is my understanding.</p> <p>7 Q. And again, do you recall it being</p> <p>8 a point in the negotiations with the</p> <p>9 debtors as to whether ESL or Newco would</p> <p>10 actually assume the severance</p> <p>11 obligation, such that an employee owed</p> <p>12 obligations would look to Newco or</p> <p>13 whether it would be a reimbursement</p> <p>14 obligation?</p> <p>15 MR. BROMLEY: Objection, the</p> <p>16 document says reimbursement</p> <p>17 obligation.</p> <p>18 MR. QURESHI: I understand what</p> <p>19 the documents say.</p> <p>20 Q. My question is whether it was a</p> <p>21 point of negotiation?</p> <p>22 A. There was a discussion regarding</p> <p>23 the timing of which Newco would make</p> <p>24 these payments. Newco -- ESL on behalf</p> <p>25 of Newco would have preferred to make</p>
Page 204	Page 205
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 them later. The estate would have</p> <p>3 preferred to have them earlier, and</p> <p>4 ultimately the document, the APA</p> <p>5 reflects where we end.</p> <p>6 Q. And do you recall or can you give</p> <p>7 me your understanding of when Newco's</p> <p>8 obligated to make those payments?</p> <p>9 A. The overriding theme is that we</p> <p>10 agreed to step into the shoes, if you</p> <p>11 will, of the estate and make them in the</p> <p>12 same time frame that the estate would</p> <p>13 have had to make them. That was the</p> <p>14 spirit of the architecture of the final</p> <p>15 deal.</p> <p>16 Q. Do you know whether it is</p> <p>17 structured in such a way that the estate</p> <p>18 will receive from Newco the cash to make</p> <p>19 the severance payment in advance of</p> <p>20 Newco's obligation to make those</p> <p>21 payments?</p> <p>22 MR. BROMLEY: Objection. I mean</p> <p>23 the document speaks for itself. We</p> <p>24 have a lot to do here. Why are we</p> <p>25 asking him what the document says?</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I don't know how the lawyers</p> <p>3 ultimately structured the mechanics.</p> <p>4 MR. QURESHI: Let's mark the APA,</p> <p>5 please.</p> <p>6 (Exhibit 10, Asset Purchase</p> <p>7 Agreement was marked for</p> <p>8 identification.)</p> <p>9 Q. Mr. Kamalani, let's turn to --</p> <p>10 let's see if I can find the section. If</p> <p>11 you can turn to page 42 please of the</p> <p>12 APA. Actually go back to page 40 first</p> <p>13 so I can just orient you. Actually page</p> <p>14 39, section 2.3 begins on page 39, and</p> <p>15 that is the assumption of liabilities</p> <p>16 section.</p> <p>17 A. Yes.</p> <p>18 Q. So if we can go over to</p> <p>19 subsection K which starts on page 40,</p> <p>20 and then romanette vi which is over on</p> <p>21 page 41. We talked actually at the</p> <p>22 outset of today about the DIP shortfall</p> <p>23 amount so I'll skip over that. But if</p> <p>24 you go to romanette vii, that addresses</p> <p>25 the specified receivables shortfall</p>

Page 206	Page 207
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 amount.</p> <p>3 A. Yes.</p> <p>4 Q. Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. And so as I understand it, and</p> <p>7 I'm not looking for your interpretation</p> <p>8 of the document, I'm after what happened</p> <p>9 in negotiations.</p> <p>10 A. Sure.</p> <p>11 Q. But as I understand it just to</p> <p>12 level set how the APA is intended to</p> <p>13 function, if specified receivables are</p> <p>14 less than the specified amount which if</p> <p>15 we go back to the definitions, I believe</p> <p>16 it's \$255.2 million. Let me just</p> <p>17 double-check to make sure I've got that</p> <p>18 right.</p> <p>19 MR. BROMLEY: Why don't you turn</p> <p>20 to page 31.</p> <p>21 A. Do you guys know where schedule</p> <p>22 1.1 K is?</p> <p>23 Q. I don't. It's not attached here.</p> <p>24 But I'm referring to the specified</p> <p>25 receivable shortfall amount which if you</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 look on that page is \$255 million.</p> <p>3 A. Yes, I see it.</p> <p>4 Q. So if specified receivable</p> <p>5 shortfall amount is less than that, then</p> <p>6 ESL's or the buyer's obligation to</p> <p>7 assume the severance reimbursement</p> <p>8 obligations and the 503(b)(9) claims is</p> <p>9 reduced dollar for dollar; is that</p> <p>10 consistent with your business</p> <p>11 understanding of --</p> <p>12 A. This is romanette vii, right?</p> <p>13 Q. Yes.</p> <p>14 MR. BROMLEY: If I can just make</p> <p>15 an objection here. You said that the</p> <p>16 specified receivable shortfall amount</p> <p>17 is \$255 million. It's actually \$255</p> <p>18 million less the amount of the</p> <p>19 specified receivables.</p> <p>20 MR. QURESHI: Correct, you're</p> <p>21 right.</p> <p>22 MR. BROMLEY: Okay.</p> <p>23 Q. So is it your understanding, Mr.</p> <p>24 Kamlani, that the way this is set up is</p> <p>25 if that specified receivables shortfall</p>
Page 208	Page 209
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 amount, that if that ends up being</p> <p>3 different than what is contemplated,</p> <p>4 there is a dollar for dollar reduction</p> <p>5 in the --</p> <p>6 A. Let me read romanette vii.</p> <p>7 Q. Sure.</p> <p>8 A. That is my understanding of how</p> <p>9 it works.</p> <p>10 Q. So describe for me if you could</p> <p>11 the back and forth with the company with</p> <p>12 respect to this provision, to the extent</p> <p>13 there was specific negotiation on this</p> <p>14 item?</p> <p>15 A. The negotiation took place around</p> <p>16 a series of items of which this was part</p> <p>17 of it.</p> <p>18 The company signed up to deliver</p> <p>19 an inventory number and eligible</p> <p>20 receivables under the ABL, which are</p> <p>21 different receivables than these</p> <p>22 receivables.</p> <p>23 So eligible receivables under the</p> <p>24 ABL are credit card receivables and</p> <p>25 pharmacy receivables. Those are</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 primarily the two.</p> <p>3 At the same time, they signed up</p> <p>4 to deliver the \$250 million-odd of</p> <p>5 account receivables that we just</p> <p>6 discussed.</p> <p>7 They did that, I believe, so that</p> <p>8 we would assume the hundreds of millions</p> <p>9 of dollars of liabilities that we just</p> <p>10 walked through.</p> <p>11 And so the discussion was making</p> <p>12 sure that there was a fair and equitable</p> <p>13 mechanic in place that if we're going to</p> <p>14 assume all of these liabilities, in</p> <p>15 exchange for a set of assets, that to</p> <p>16 the extent that the assets came in short</p> <p>17 of what we had bargained for, then the</p> <p>18 liabilities should be reduced in a</p> <p>19 corresponding manner. That's the</p> <p>20 symmetry.</p> <p>21 Q. So if you look at romanette vi,</p> <p>22 xii, viii, ix, right, you'll see that</p> <p>23 all four of these romanettes operate in</p> <p>24 the same way in that they all have the</p> <p>25 possibility of there being a dollar for</p>

<p style="text-align: right;">Page 210</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 dollar reduction in the liabilities that</p> <p>3 Newco will assume, you agree with me?</p> <p>4 A. I'll take your word for it in the</p> <p>5 interests of time.</p> <p>6 Q. In the course of negotiations,</p> <p>7 did the company at any point take a</p> <p>8 position that Newco needs to assume all</p> <p>9 of the liabilities, period, full stop,</p> <p>10 without any mechanism in place for the</p> <p>11 potential reduction of those assumed</p> <p>12 liabilities on account of any of the</p> <p>13 items set forth in romanettes vi through</p> <p>14 ix in this provision of the APA?</p> <p>15 A. They did.</p> <p>16 Q. Describe for me how that</p> <p>17 negotiation played out?</p> <p>18 A. We rejected that proposal.</p> <p>19 Q. And is what Newco countered with</p> <p>20 what's set forth in the APA?</p> <p>21 A. There was lot of back and forth</p> <p>22 over a five to seven day time period</p> <p>23 that all felt like one really long day,</p> <p>24 so I can't tell you what countered on</p> <p>25 what hour of what day, but this is where</p>	<p style="text-align: right;">Page 211</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 we landed.</p> <p>3 This was a very challenging, long</p> <p>4 negotiation.</p> <p>5 Q. Let's to make this a little</p> <p>6 easier go back to exhibit 3 which is the</p> <p>7 summary of the material terms. And</p> <p>8 let's look at the closing conditions</p> <p>9 that are summarized on page 6. Let's</p> <p>10 deal first with the KCD IP.</p> <p>11 A. Yep.</p> <p>12 Q. So summarized on this page are</p> <p>13 various arrangements that the sellers</p> <p>14 shall have with respect to the KCD IP.</p> <p>15 Can you if you are able to give me your</p> <p>16 business understanding of what it is</p> <p>17 Newco is looking to have by way of</p> <p>18 rights to the intellectual property in</p> <p>19 KCD in order to have the obligation to</p> <p>20 close?</p> <p>21 A. The business understanding is</p> <p>22 that Newco should have the same exact</p> <p>23 rights that Sears had to that IP on a</p> <p>24 prepetition basis. That's it.</p> <p>25 Q. And you understand that KCD is a</p>
<p style="text-align: right;">Page 212</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 nondebtor?</p> <p>3 A. I'm aware of that.</p> <p>4 Q. And was there a discussion in the</p> <p>5 course of negotiations between ESL and</p> <p>6 the company as to how the company</p> <p>7 intended to deliver the necessary</p> <p>8 consent from KCD in order to transfer</p> <p>9 those rights to Newco?</p> <p>10 A. This is a really, really</p> <p>11 technical area and those conversations</p> <p>12 were largely between the lawyers.</p> <p>13 Q. Well, do you know whether the</p> <p>14 consent of the PBGC is required in order</p> <p>15 for KCD to consent to giving Newco the</p> <p>16 rights that are summarized on this page?</p> <p>17 A. I do not.</p> <p>18 MR. BROMLEY: Objection, asks for</p> <p>19 a legal conclusion.</p> <p>20 A. I don't know.</p> <p>21 Q. And again, I don't intend to ask</p> <p>22 you for your legal conclusion. What I</p> <p>23 do --</p> <p>24 A. I don't have one.</p> <p>25 Q. I didn't think so.</p>	<p style="text-align: right;">Page 213</p> <p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I drove by a law school once.</p> <p>3 Q. What I do want to know is what</p> <p>4 happened in negotiations. So in</p> <p>5 negotiations did the company ever say we</p> <p>6 can't promise a delivery of these rights</p> <p>7 from KCD because consent of PBGC is</p> <p>8 required and we don't know if they're</p> <p>9 going to get it?</p> <p>10 A. So again, this is a very</p> <p>11 technical area. On behalf of ESL, Eddie</p> <p>12 made it very clear what he was looking</p> <p>13 for from a business point of view. I</p> <p>14 echoed his remarks when the topic came</p> <p>15 up and he may not have been there. How</p> <p>16 ultimately this got documented between</p> <p>17 lawyers, I can't really shed any</p> <p>18 additional light on that.</p> <p>19 Q. So from a business perspective,</p> <p>20 what comfort, if any, did you get that</p> <p>21 these rights that KCD has in the IP will</p> <p>22 be able to be conveyed to Newco?</p> <p>23 MR. BROMLEY: I caution the</p> <p>24 witness not to -- if it touches on</p> <p>25 legal advice, let me know.</p>

Page 214

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 A. This is entire legal advice  
3 conversation.  
4 Q. So separate and apart from  
5 discussions you may have had with your  
6 counsel, and I am not interested in  
7 that, you're not able to tell me how,  
8 from a business perspective, or whether  
9 from a business perspective you got  
10 comfortable in the course of  
11 negotiations that KCD would be able to  
12 convey to Newco the rights to use the IP  
13 that are summarized in this exhibit?  
14 A. I can't answer the question  
15 without sharing with you the  
16 conversation I had with my lawyers.  
17 Q. Fair enough. Then we will move  
18 on. Let's go back to the asset purchase  
19 agreement, just because the provision I  
20 want to take you to is not summarized,  
21 to page 100, which should be part 10  
22 which is labeled conditions precedent to  
23 the obligation of buyer to close.  
24 A. Yes.  
25 Q. And the lead in there it says

Page 215

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 buyer's obligation to consummate the  
3 transaction is subject to the  
4 satisfaction or waiver as of closing of  
5 each of the following conditions, and  
6 then it goes on from there to list a  
7 whole lot of conditions. And my lead-in  
8 question is simply as you sit here  
9 today, has the buyer agreed to waive any  
10 of the conditions to closing?  
11 A. I'm assuming the conditions  
12 you're referring to stop at section  
13 10.10.  
14 Q. Yes.  
15 A. To my knowledge, we've not waived  
16 any conditions.  
17 Q. To your knowledge, has the buyer  
18 been asked by the debtors to waive any  
19 of the conditions to closing?  
20 A. Not to my knowledge.  
21 Q. To your knowledge, has the buyer  
22 been told by the debtors that the  
23 debtors may in the future ask the buyer  
24 to waive any of the conditions of  
25 closing?

Page 216

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 A. Not to my knowledge.  
3 Q. Let's look at section 10.6 in  
4 particular, and you'll see section 10.6  
5 is called sellers' deliveries and it  
6 references back to --  
7 A. Can you give me a page number?  
8 Q. I'm sorry, 101.  
9 A. Lawyers never like to give page  
10 numbers.  
11 Q. 101.  
12 A. Thank you.  
13 Q. It's in the same article that we  
14 were looking at.  
15 A. All right, fair enough.  
16 Q. Conditions precedent to the  
17 obligation of buyer to close. And 10.6  
18 called seller's deliveries, you'll see  
19 it refers back to section 4.3, and  
20 section 4.3 is way back on page 54. And  
21 there is a whole --  
22 A. You said page 64?  
23 Q. 54?  
24 A. 54, sorry.  
25 Q. Starts on 54 in the middle, see

Page 217

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 there it's called sellers' deliveries  
3 and it goes over to 55 and there are  
4 items A through P.  
5 A. Let me catch up with you. I can  
6 see you've kept the Mensa puzzle until  
7 the end so let me follow this. Okay,  
8 I'm with you on page 54.  
9 Q. So my question is simply, and you  
10 can take a look at the various sellers'  
11 deliveries, there are subsections A  
12 through P under 4.3, my question is  
13 simply the extent to which, if at all,  
14 these items were the subject of  
15 negotiations that you were involved with  
16 between the buyer and the seller?  
17 A. The only item on page 55 would be  
18 N as in Nancy, the PA liability services  
19 agreement. For a period of time ESL on  
20 behalf of Newco wanted to assume the PA  
21 liabilities with a condition that the  
22 holders of those liabilities have an  
23 affirmation period so that over some  
24 period of time they would be -- they  
25 would get a letter of some sort. They



Page 218	Page 219
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 would have to call the company and say,</p> <p>3 yes, we hold a PA liability. My name is</p> <p>4 John Doe, here's my phone number. And</p> <p>5 that PA liability is affirmed and we</p> <p>6 would service it.</p> <p>7 So the extent that the affirmation</p> <p>8 period expired and certain PA holders</p> <p>9 didn't call in, we would not have had a</p> <p>10 legal responsibility to fulfill the</p> <p>11 obligations under the protection</p> <p>12 agreement. The company was adamant that</p> <p>13 we not have any sort of affirmation</p> <p>14 provision.</p> <p>15 We accepted PA liabilities in</p> <p>16 their totality. Ultimately we agreed.</p> <p>17 Q. Turn if you could to page 102.</p> <p>18 So we're back again within Article 10 to</p> <p>19 the conditions precedent to buyer to</p> <p>20 close. This time I'd like to direct you</p> <p>21 to 10.9 which is on page 102 and it's</p> <p>22 titled inventory and receivables. See</p> <p>23 that?</p> <p>24 A. Yes.</p> <p>25 Q. And this provision details</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 amounts of credit card receivables and</p> <p>3 pharmacy receivables. You see that?</p> <p>4 A. I do.</p> <p>5 Q. So can you describe for me in the</p> <p>6 course of negotiations how the parties</p> <p>7 arrived at the minimum amount for the</p> <p>8 inventory and receivables referred to</p> <p>9 here?</p> <p>10 A. Yes. It was a series of</p> <p>11 forecasts that the company provided. We</p> <p>12 took those forecasts for face value.</p> <p>13 And we needed to be certain that the</p> <p>14 inventory we were signing up to buy was</p> <p>15 going to be there on the closing date.</p> <p>16 The reason that was critically</p> <p>17 important is that the ABL facility that</p> <p>18 we had structured with the three joint</p> <p>19 lead arrangers, like any ABL facility is</p> <p>20 based on inventory. From the inventory</p> <p>21 you derive a borrowing base. And we</p> <p>22 need that borrowing base to draw down on</p> <p>23 the revolver in order to fund the</p> <p>24 purchase of the acquisition, in this</p> <p>25 case inventory and receivables.</p>
Page 220	Page 221
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 So if we signed up a deal and the</p> <p>3 company comes in short and we don't have</p> <p>4 the borrowing base, then we're stuck</p> <p>5 because we wouldn't have the</p> <p>6 availability under the revolver to fund</p> <p>7 the acquisition.</p> <p>8 So this was as much for the</p> <p>9 company's benefit as it was for -- the</p> <p>10 seller's benefit as it was for the</p> <p>11 buyer.</p> <p>12 To the extent that the company</p> <p>13 delivers more than a billion-657, we</p> <p>14 took the position that this is</p> <p>15 symmetrical. We're not paying for more</p> <p>16 than a billion-657, so the estate can</p> <p>17 keep anything over a billion-657.</p> <p>18 The company conveyed through its</p> <p>19 advisors a level of concern regarding</p> <p>20 having to hit a very specific inventory</p> <p>21 number and having to hit a very specific</p> <p>22 receivable number. It has never been</p> <p>23 ESL's intent to try and trip up the</p> <p>24 seller into not being able to deliver.</p> <p>25 And so we agreed to allow them to net</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 those two numbers such that if the</p> <p>3 receivables were short but the inventory</p> <p>4 was over, it was okay because our</p> <p>5 objective was to be able to get to a</p> <p>6 place where we could fund based on the</p> <p>7 borrowing base, which is ultimately why</p> <p>8 this provision is here.</p> <p>9 Q. Let's turn to 10.10 which is the</p> <p>10 next section in the APA on the same page</p> <p>11 102, and that one is entitled</p> <p>12 outstanding DIP indebtedness. Do you</p> <p>13 see that?</p> <p>14 A. Yes.</p> <p>15 Q. And this provision says that the</p> <p>16 aggregate amount required to be paid to</p> <p>17 fully satisfy the existing indebtedness</p> <p>18 of sellers under the DIP credit</p> <p>19 agreement shall be no greater than \$850</p> <p>20 million.</p> <p>21 What is the most recent forecast,</p> <p>22 if any, you have seen as to outstanding</p> <p>23 amount on the DIP as of the anticipated</p> <p>24 closing date?</p> <p>25 A. The latest company forecast only</p>

Page 222

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 goes through February 1st, and as of  
3 last night if you do the math on that  
4 forecast, it's about \$800 million.  
5 Q. And how was that 850 number  
6 arrived at?  
7 A. Again, going back a few weeks ago  
8 to the negotiation, the company asked us  
9 to assume a certain amount of  
10 liabilities. They told us that the DIP  
11 forecast produced by MIII, which is  
12 different from the forecast that comes  
13 from the company ever day, assumed that  
14 the \$350 million junior DIP revolver  
15 would be fully drawn, which it is today,  
16 and that ultimately \$850 million of  
17 first lien debt would be outstanding.  
18 This goes back to the billion-2  
19 conversation that we had earlier.  
20 Q. Yep.  
21 A. So we took the position that it  
22 wasn't an unreasonable ask for us to  
23 assume the liabilities we were being  
24 asked to assume, if in fact the first  
25 lien debt plus the junior DIP was going

Page 223

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 to be 1.2 billion.  
3 However, to the extent it was  
4 going to be something less, that means  
5 the estate would have had the capacity  
6 to deal with liabilities that we were  
7 otherwise being asked to assume. So  
8 that's how we got to these numbers.  
9 Q. Let's switch gears again and talk  
10 about credit bidding and releases.  
11 A. Sure.  
12 Q. Was there a point in the course  
13 of negotiations between ESL and the  
14 company that ESL sought --  
15 MR. BROMLEY: Before we -- I'm  
16 assuming this is like the last  
17 section?  
18 MR. QURESHI: Close.  
19 MR. BROMLEY: We might want to  
20 take a break and then power through  
21 the end.  
22 MR. QURESHI: Okay. If you guys  
23 want to take a break now we can do  
24 that.  
25 MR. BROMLEY: We'll be quick.

Page 224

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 (A recess was had.)  
3 MR. QURESHI: Let's go back on  
4 the record.  
5 Q. Let's go to exhibit 7 which is  
6 your liquidity analysis which I think is  
7 --  
8 A. I'll find it.  
9 Q. I think that might be it. And  
10 once you have that document out, if you  
11 could turn to page 8 which is the  
12 monthly working capital budget.  
13 A. Yep.  
14 Q. Sorry, go to page 7 first, and  
15 this is hard to see. But if you look  
16 sort of toward the middle of the page  
17 under the breakdown of consolidated  
18 EBITDA, there's a line item that says  
19 change in AP and for February of 2019  
20 it's \$275 million. Do you see that?  
21 A. I do.  
22 Q. My understanding of that and tell  
23 me if you agree is that what that is  
24 supposed to represent is change in  
25 payables from the closing date to the

Page 225

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 end of the month?  
3 A. Bear with me for a moment.  
4 Q. Sure.  
5 A. So the largest part of that is  
6 the \$166 million that we described in  
7 exhibit, talked about in exhibit 3.  
8 Q. Yep.  
9 A. Of AP.  
10 Q. Yep.  
11 A. The remainder, call it 109, some  
12 of that will be terms that we expect to  
13 just get back.  
14 Q. Right.  
15 A. The model assumes 10 day terms.  
16 Q. So my question is this. If you  
17 look on page 8 of the liquidity  
18 forecast.  
19 A. Yes.  
20 Q. And you look at accounts payable,  
21 at closing the forecast is \$166 million?  
22 A. Right.  
23 Q. And at end of month, February,  
24 the forecast is \$274 million, you see  
25 that?

Page 226	Page 227
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 A. I do.</p> <p>3 Q. And so what I'm trying to</p> <p>4 understand going back to page 7 where we</p> <p>5 have that line item that I took you to,</p> <p>6 the change in AP, why is it 275 as</p> <p>7 opposed to the difference between the</p> <p>8 274 forecast for month end February and</p> <p>9 the 166 million which is the forecast at</p> <p>10 closing?</p> <p>11 A. So the AP in February is 275 on</p> <p>12 page 7.</p> <p>13 Q. Yes.</p> <p>14 A. There's no change in AP on the</p> <p>15 closing day itself, right? So I think</p> <p>16 the way to reconcile those two pages is</p> <p>17 not to take the change from the 166 to</p> <p>18 the 274 on page 8. Because on the</p> <p>19 previous page there is no real closing</p> <p>20 day AP balance.</p> <p>21 So that 166 on the closing day on</p> <p>22 page 8 is part and parcel of the 275</p> <p>23 that you see on page 7. That is built</p> <p>24 into that 275. Because right now we</p> <p>25 have assumed that the closing date is on</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 February 8th. And we're looking at a</p> <p>3 February month end statement.</p> <p>4 And so we have not modeled out</p> <p>5 what happens day by day from February</p> <p>6 8th to February 28th.</p> <p>7 Q. So on page 8 where accounts</p> <p>8 payable at closing is listed at 166</p> <p>9 million, is that a good estimate as far</p> <p>10 as you're aware?</p> <p>11 A. It's definitely a good estimate</p> <p>12 because contractually we're picking up</p> <p>13 that 166 million. So that's a</p> <p>14 certainty.</p> <p>15 Q. Okay. Staying with page 8 and</p> <p>16 just switching issues, if you look at</p> <p>17 accounts payable days and you head out</p> <p>18 to July, accounts payable days get</p> <p>19 extended all the way up to 32 days, see</p> <p>20 in February it starts at ten and goes up</p> <p>21 from there and by July you hit 32, do</p> <p>22 you see that?</p> <p>23 A. Yes, I do.</p> <p>24 Q. If you then go to page 3. This</p> <p>25 is the key assumptions page. For</p>
Page 228	Page 229
<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 accounts payable days it says</p> <p>3 prepetition DPO was 22 days. So what</p> <p>4 I'm trying to understand is the basis</p> <p>5 for the assumption that postclosing</p> <p>6 accounts payable days gets extended to</p> <p>7 32?</p> <p>8 A. On a prepetition basis, from the</p> <p>9 day I joined the board, got more into</p> <p>10 the details once I was with ESL, the</p> <p>11 vendor relationships had been strained.</p> <p>12 And as the company became more levered</p> <p>13 and there was not the type of marked</p> <p>14 improvement in operating performance</p> <p>15 that we had expected, days payable</p> <p>16 continued to contract over time.</p> <p>17 So coming out with a balance sheet</p> <p>18 that is circa \$4 billion less in debt</p> <p>19 and no pension obligations and a minimum</p> <p>20 availability requirement under the</p> <p>21 revolver of \$400 million, gives me</p> <p>22 confidence that, at a minimum, at a bare</p> <p>23 minimum, we should be able to get better</p> <p>24 payable terms, credit terms from the</p> <p>25 vendor community who presumably view</p>	<p>1 KAMLANI (HIGHLY CONFIDENTIAL)</p> <p>2 strategically their landscape much</p> <p>3 better off with Sears in it than with</p> <p>4 Sears not in it.</p> <p>5 Q. Okay. Let's put the liquidity</p> <p>6 analysis aside hopefully for good and go</p> <p>7 back to exhibit 3, the summary of</p> <p>8 material terms. And in particular, page</p> <p>9 7. And page 7 summarizes the APA</p> <p>10 provisions related to release and</p> <p>11 consideration for ability to credit. Do</p> <p>12 you see that?</p> <p>13 A. I do.</p> <p>14 Q. So before we get into the details</p> <p>15 of what's in this APA, was there a point</p> <p>16 in the negotiations that ESL had with</p> <p>17 the company where ESL asked for a</p> <p>18 complete release of all potential estate</p> <p>19 claims against it?</p> <p>20 A. Yes.</p> <p>21 Q. And what was the debtor's</p> <p>22 response to that request?</p> <p>23 A. So Eddie took the lead largely</p> <p>24 lock, stock and barrel with respect to</p> <p>25 the negotiations around the release.</p>

Page 230

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. Do you know who he was  
3 negotiating with specifically?  
4 A. I believe this was handled  
5 through the lawyers. I don't know if  
6 there was ever a principal-to-principal  
7 discussion on this point. I can't tell  
8 you definitively.  
9 There was a counteroffer that came  
10 back at some point in the hundreds of  
11 millions of dollars. But because I was  
12 not close to it, I couldn't tell you  
13 whether that was a counteroffer for a  
14 global release or something else. I  
15 just was not involved in those details.  
16 Q. And what about with respect to  
17 consideration being requested from ESL  
18 for the ability to credit bid, were  
19 those discussions also led by Mr.  
20 Lampert?  
21 A. Yes.  
22 Q. And so the provisions that are in  
23 this APA and that are summarized in  
24 exhibit 3, were those items things that,  
25 again, Mr. Lampert handled the

Page 232

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. So back to the APA. We're  
3 getting close but only because Mr.  
4 Bromley has advised me that I must  
5 release you in 30 minutes.  
6 Exhibit G is the very last page of  
7 the document, and that is the one I'd  
8 like to direct your attention to.  
9 And you'll see that exhibit G is a  
10 schedule of ESL's allowed claims against  
11 the debtors, do you see that?  
12 A. I do.  
13 Q. Do you have an understanding, and  
14 I'm not looking for your interpretation  
15 of the APA, but do you have an  
16 understanding as to whether the allowed  
17 claims of ESL include amounts in  
18 addition to what ESL is credit bidding?  
19 A. I'm not even sure of what the  
20 definition of allowed claims is.  
21 Q. Well was this provision related  
22 to ESL allowed claims one about which  
23 you recall there being negotiations?  
24 A. I don't know what allowed claims  
25 are. If you can define allowed claims

Page 231

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 negotiations and you were not involved  
3 with?  
4 A. Yes.  
5 Q. So you would not be able to tell  
6 me then what the back and forth was with  
7 the company that ultimately led to  
8 landing at the \$35 million and the other  
9 provisions described in the supplement?  
10 A. I would not.  
11 Q. Are you able to give me your  
12 business understanding, separate and  
13 apart from what your counsel may have  
14 told you, as to what claims if any, the  
15 debtors have given up as against ESL, or  
16 is that beyond the scope of your  
17 knowledge?  
18 A. My understanding is that the  
19 release that has been agreed to allows  
20 us to credit bid the facilities that  
21 we've discussed today. And so  
22 therefore, any claims with respect to  
23 recharacterization of our debt,  
24 subordination of our debt, those claims  
25 would be given up.

Page 233

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 for me, I might be able to be helpful.  
3 Q. All right. Let's move away from  
4 that topic and switch to another one.  
5 Sticking with the APA at least, if we  
6 can go to page 11 of the APA, and just  
7 to orient you there is a definition on  
8 page 11 of designatable lease about two  
9 thirds of the way down the page?  
10 A. Yes.  
11 Q. You can read to yourself what  
12 that proceedings -- what that defined  
13 term means. My question is do you  
14 recall negotiating with the debtors for  
15 the ability under the APA to assign  
16 leases to third parties?  
17 A. Let me read the definition.  
18 So can you repeat the question?  
19 Q. Sure. There are provisions in  
20 the APA I will represent to you, and we  
21 can look at them, that give the buyer a  
22 right for a certain period of time, for  
23 60 days, to designate leases that the  
24 debtor then needs to assume and assign  
25 to a third party.

Page 234

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 A. Okay.  
3 Q. And my question for you is was it  
4 the subject matter of negotiations, to  
5 your knowledge, between the buyer and  
6 the company, that the buyer have the  
7 ability to designate certain leases of  
8 the debtors to be assumed and assigned  
9 to third parties?  
10 A. Yes.  
11 Q. Describe for me from a business  
12 perspective why ESL, the buyer, wanted  
13 the ability to do that?  
14 A. ESL is of the view that it may  
15 make sense to keep some of these leases.  
16 And we need the ability to have  
17 discussions with landlords on possible  
18 concessions, which, you know, if  
19 provided may make sense to keep some of  
20 these leases.  
21 And to the extent progress is not  
22 made, then to reject these leases.  
23 And so we were looking for a  
24 period of time to be able to have those  
25 discussions.

Page 236

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 buyer in negotiating for this provision  
3 to have a period of time in order to  
4 market leases to potential third parties  
5 third parties to acquire them?  
6 A. I have no idea what the  
7 intentions of the buyer -- sorry. You  
8 said the intentions of the buyer?  
9 Q. Yes.  
10 A. So my understanding of  
11 designation rights is limited. This is  
12 a provision that I know was important to  
13 Eddie and his understanding and  
14 motivations probably expand upon, you  
15 know, my -- what I can share with you.  
16 My understanding is these are  
17 leases from an operating perspective  
18 that may in fact may make sense to  
19 reopen these stores, refill with  
20 inventory, to the extent that we can get  
21 certain concessions from the landlord.  
22 And if we can't, then you don't reopen  
23 these stores.  
24 As it relates to this notion of  
25 what I think you said which was the

Page 235

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 Q. And what was the debtor's  
3 position in the negotiations?  
4 A. We were open to the concept, but  
5 we want you to drastically reduce the  
6 number of properties for which you're  
7 asking for designation rights and  
8 minimize the time period to a very short  
9 period of time.  
10 Q. And what's your understanding of  
11 the number of properties for which ESL  
12 or Newco has designation rights?  
13 A. I don't recall the number of  
14 properties. I do recall the 60 days.  
15 Even if you hadn't said it, I would have  
16 known it was 60 days, but I don't recall  
17 the number of properties.  
18 Q. Describe for me the course of  
19 negotiations that led to 60 days?  
20 A. I think we had asked for months,  
21 I don't remember exactly how many, but  
22 probably more than three. They wanted  
23 as close to zero as possible. We landed  
24 on 60 days.  
25 Q. Was one of the intentions of the

Page 237

1 KAMLANI (HIGHLY CONFIDENTIAL)  
2 ability to step in and sell these  
3 leases, is an area of focus that is not  
4 an area that I focused on or am aware  
5 of.  
6 Q. Is this a provision of the APA or  
7 an issue in the APA where the  
8 negotiations were principally handled by  
9 Eddie as opposed to you?  
10 A. Yes, more Eddie than myself.  
11 Q. And do you know with whom Mr.  
12 Lampert had negotiations concerning the  
13 designation provisions?  
14 A. I do not.  
15 MR. QURESHI: Off the record.  
16 (A recess was had.)  
17 MR. QURESHI: Let's go back on  
18 the record.  
19 Q. Mr. Kamlani, in the event that  
20 the ESL transaction closes, do you have  
21 an understanding of what happens with  
22 the \$120 million deposit that ESL has  
23 paid? Does that cash come back to ESL  
24 and is then replaced by other  
25 consideration or does that cash stay

<div>Page 238</div> <div><div>1KAMLANI (HIGHLY CONFIDENTIAL)</div><div>2with the company and reduce what would</div><div>3otherwise come in on the closing date?</div><div>4A. So I don't know the exact</div><div>5mechanics of how all the wiring will</div><div>6work. The net effect is that 120</div><div>7million should be applied toward cash</div><div>8that's required at closing.</div><div>9Q. Over the course of today you had</div><div>10mentioned a couple of areas of the</div><div>11negotiations concerning the APA that</div><div>12were principally handled by Mr. Lampert,</div><div>13the two that I recall as I sit here is</div><div>14the credit bidding, I guess it's three,</div><div>15the credit bidding, the release and the</div><div>16lease designation rights, correct?</div><div>17A. Yes.</div><div>18Q. Are there any other areas of the</div><div>19negotiations concerning the APA that you</div><div>20recall Mr. Lampert to have been</div><div>21particularly involved in?</div><div>22A. My recollection is those are the</div><div>23primary ones.</div><div>24MR. QURESHI: That is all I have.</div><div>25Thank you very much for your time.</div></div>	<div>Page 239</div> <div><div>1KAMLANI (HIGHLY CONFIDENTIAL)</div><div>2THE WITNESS: Thank you,</div><div>3appreciate it.</div><div>4MR. QURESHI: Anybody else?</div><div>5Anybody on the phone have any</div><div>6questions? Then we shall go off the</div><div>7record and call it a day.</div><div>8MR. BROMLEY: Thank you much.</div><div>9(Time noted:6:20 p.m.)</div><div>10</div><div>11</div><div>12KUNAL KAMLANI</div><div>13</div><div>14Subscribed and sworn to</div><div>15before me this</div><div>16day of, 2019.</div><div>17</div><div>18</div><div>19Notary Public</div><div>20</div><div>21</div><div>22</div><div>23</div><div>24</div><div>25</div></div>
<div>Page 240</div> <div><div>1KAMLANI (HIGHLY CONFIDENTIAL)</div><div>2</div><div>3E X H I B I T S</div><div>4NUMBER DESCRIPTION PAGE</div><div>5EXHIBIT 1 Notice of 30(b)(6) 8</div><div>6deposition of ESL</div><div>7Investments, Inc.</div><div>8EXHIBIT 2 Letter dated December the 26</div><div>928th, 2018 from Transform</div><div>10Holdco to Lazard bearing</div><div>11the signature of Mr.</div><div>12Lampert</div><div>13EXHIBIT 3 Document entitled Material 55</div><div>14Terms of the Successful Bid</div><div>15filed on docket 1730</div><div>16EXHIBIT 4 Document entitled Official 82</div><div>17Committee of Unsecured</div><div>18Creditors Discussion</div><div>19Materials dated November</div><div>2012, 2018</div><div>21EXHIBIT 5 Document dated December 86</div><div>222018 labeled Preliminary</div><div>23Business Plan</div><div>24EXHIBIT 6 Project Transform - 89</div><div>25Business Plan, January 2019</div></div>	<div>Page 241</div> <div><div>1KAMLANI (HIGHLY CONFIDENTIAL)</div><div>2EXHIBIT 7 Document labeled Project 100</div><div>3Transform Liquidity</div><div>4Analysis</div><div>5EXHIBIT 8 January 16, 2019 email 101</div><div>6EXHIBIT 9 Sears Holdings deck labeled 146</div><div>7SG&amp;A</div><div>8EXHIBIT 10 Asset Purchase Agreement 205</div><div>9</div><div>10</div><div>11PREVIOUSLY MARKED EXHIBITS</div><div>12NONE</div><div>13I N D E X</div><div>14</div><div>15</div><div>16WITNESS EXAMINATION BY PAGE</div><div>17</div><div>18KUNAL KAMLANI QURESHI 7</div><div>19</div><div>20REQUESTS</div><div>21Page Line</div><div>22NONE</div><div>23</div><div>24</div><div>25</div></div>

Page 242	Page 243
1 KAMLANI (HIGHLY CONFIDENTIAL)	1 NAME OF CASE:
2 CERTIFICATION	2 DATE OF DEPOSITION:
3 STATE OF NEW YORK )	3 NAME OF WITNESS:
4 : ss.	4 Reason Codes:
5 COUNTY OF NEW YORK )	5 1. To clarify the record.
6 I, MARK RICHMAN, Certified Shorthand	6 2. To conform to the facts.
7 Reporter, Registered Professional Reporter	7 3. To correct transcription errors.
8 and Notary Public for and within the State	8 Page _____ Line _____ Reason _____
9 of New York, do hereby certify:	9 From _____ to _____
10 That the witness whose testimony is	10 Page _____ Line _____ Reason _____
11 herein set forth, was duly sworn by me; and	11 From _____ to _____
12 that the within transcript is a true record	12 Page _____ Line _____ Reason _____
13 of the testimony given by said witness.	13 From _____ to _____
14 I further certify that I am not related	14 Page _____ Line _____ Reason _____
15 to any of the parties to this action by	15 From _____ to _____
16 blood or marriage, and that I am in no way	16 Page _____ Line _____ Reason _____
17 interested in the outcome of this matter.	17 From _____ to _____
18 IN WITNESS WHEREOF, I have hereunto set	18 Page _____ Line _____ Reason _____
19 my hand this 23rd day of JANUARY, 2019.	19 From _____ to _____
20	20 Page _____ Line _____ Reason _____
21 _____	21 From _____ to _____
22 MARK RICHMAN, CSR, RPR, CM	22 Page _____ Line _____ Reason _____
23 * * *	23 From _____ to _____
24	24 _____
25	25 _____

A				
<b>\$1 (1)</b>	<b>\$231 (8)</b>	<b>\$75 (2)</b>	218:15	<b>added (1)</b>
183:5	56:25 57:12,25 58:7,9	69:9 192:6	<b>access (7)</b>	99:24
<b>\$1.1 (1)</b>	59:8,14 60:11	<b>\$750 (2)</b>	84:14,16,17 87:16	<b>addition (5)</b>
43:17	<b>\$250 (4)</b>	187:23 188:15	88:25 89:4 159:11	60:20 127:11 136:13
<b>\$1.2 (9)</b>	187:22,25 188:19	<b>\$80 (1)</b>	<b>account (17)</b>	163:24 232:18
34:8,20 36:14 40:25	209:4	191:3	57:2,11,25 61:7 66:24	<b>additional (9)</b>
41:16 42:20 43:13	<b>\$255 (3)</b>	<b>\$800 (1)</b>	70:12 74:15 112:24	108:8 110:7 136:11
43:17 46:3	207:2,17,17	222:4	116:19 119:11	148:7,9 151:21
<b>\$1.3 (4)</b>	<b>\$255.2 (1)</b>	<b>\$84 (1)</b>	143:14,15,25 149:6	164:15 175:22
91:17 187:22,25	206:16	147:16	164:16 209:5	213:18
188:17	<b>\$271 (1)</b>	<b>\$850 (2)</b>	210:12	<b>additions (1)</b>
<b>\$1.65 (1)</b>	187:15	221:19 222:16	<b>accounted (1)</b>	175:14
67:21	<b>\$274 (2)</b>	<b>\$900 (1)</b>	138:16	<b>address (1)</b>
<b>\$10 (3)</b>	166:23 225:24	165:16	<b>accounting (1)</b>	74:8
99:25 140:21 143:20	<b>\$275 (1)</b>	<b>a.m (2)</b>	138:7	<b>addresses (1)</b>
<b>\$100 (1)</b>	224:20	2:5 37:25	<b>accounts (8)</b>	205:24
43:18	<b>\$3 (2)</b>	<b>Abid (2)</b>	191:7 201:5 225:20	<b>adjustment (1)</b>
<b>\$102 (1)</b>	167:16,17	3:8 7:9	227:7,17,18 228:2,6	45:20
193:3	<b>\$30 (4)</b>	<b>ability (11)</b>	<b>accrued (1)</b>	<b>adjustments (2)</b>
<b>\$105 (1)</b>	64:12 65:18 137:17	10:8 95:10 132:10	62:7	90:16 92:11
192:10	192:8	162:6 229:11	<b>accurate (4)</b>	<b>adopted (1)</b>
<b>\$118 (1)</b>	<b>\$300 (2)</b>	230:18 233:15	54:18 80:18 148:15	175:11
187:11	169:15 193:15	234:7,13,16 237:2	175:23	<b>advance (3)</b>
<b>\$120 (2)</b>	<b>\$32 (1)</b>	<b>ABL (22)</b>	<b>achieve (2)</b>	27:12,15 204:19
195:11 237:22	179:12	5:3 67:3 85:3,20	149:4 184:7	<b>advancements (3)</b>
<b>\$125 (4)</b>	<b>\$35 (3)</b>	91:17 100:23	<b>achieved (5)</b>	135:22,23 136:6
60:4 62:16 64:6 66:16	192:21 193:8 231:8	106:19 108:10	142:11 145:23 146:16	<b>advantage (2)</b>
<b>\$127 (1)</b>	<b>\$350 (3)</b>	125:9 128:25 145:7	175:2 184:16	131:18 132:2
182:23	72:21 189:13 222:14	187:23 188:18,25	<b>acknowledge (1)</b>	<b>advice (2)</b>
<b>\$13 (2)</b>	<b>\$4 (1)</b>	189:2,23 193:22	179:14	213:25 214:2
196:18 197:5	228:18	194:14 208:20,24	<b>acquire (5)</b>	<b>advised (1)</b>
<b>\$139 (3)</b>	<b>\$40 (3)</b>	219:17,19	49:12 80:16 168:13	232:4
196:21 197:20 199:14	143:20 144:3 192:13	<b>able (40)</b>	169:3 236:5	<b>advisors (7)</b>
<b>\$15 (2)</b>	<b>\$400 (7)</b>	31:12 58:4 65:11,13	<b>acquired (1)</b>	28:17 46:11 84:10,20
99:25 148:8	145:8 189:4,6 193:23	66:4 98:11,14	94:3	84:24 185:7 220:19
<b>\$166 (3)</b>	194:15 195:12	105:15 107:10	<b>acquirer (1)</b>	<b>Aebersold (1)</b>
201:11 225:6,21	228:21	114:6,11 118:23	20:13	50:24
<b>\$175 (1)</b>	<b>\$43 (3)</b>	120:9 129:24 130:7	<b>acquiring (3)</b>	<b>affiliated (1)</b>
187:18	202:9,18,24	136:25 137:3	50:4 53:11,22	12:22
<b>\$19 (1)</b>	<b>\$433,450,000 (1)</b>	138:19,23 142:19	<b>acquisition (12)</b>	<b>affiliates (4)</b>
193:6	72:12	143:24 145:15	9:6 24:15,21 51:6,9	10:4 59:24 61:2 68:23
<b>\$190 (1)</b>	<b>\$5 (2)</b>	155:12 157:17	61:16 62:9 69:23	<b>affirmation (3)</b>
61:3	118:8 171:22	162:7 165:4,24	94:11 112:10	217:23 218:7,13
<b>\$2 (2)</b>	<b>\$5.2 (1)</b>	166:4 169:3 211:15	219:24 220:7	<b>affirmed (1)</b>
143:18 186:13	54:16	213:22 214:7,11	<b>action (1)</b>	218:5
<b>\$20 (5)</b>	<b>\$50 (1)</b>	220:24 221:5	242:14	<b>agenda (1)</b>
144:7,7 166:17 167:5	141:5	228:23 231:5,11	<b>actions (3)</b>	83:4
167:8	<b>\$500 (5)</b>	233:2 234:24	96:6 107:6 147:6	<b>aggregate (26)</b>
<b>\$200 (14)</b>	166:15 167:8,11	<b>Absent (1)</b>	<b>active (1)</b>	36:15 40:23 41:3
110:21 111:2,7,11,15	169:23,25	65:6	117:16	43:10,14,16 47:2,10
114:14 115:19	<b>\$544 (2)</b>	<b>absolute (1)</b>	<b>actual (1)</b>	48:2,10 53:8,14
117:9 120:22 123:6	68:12 71:20	106:25	203:4	59:7 60:15,18 63:6
124:7,18,24 125:16	<b>\$600 (3)</b>	<b>absolutely (4)</b>	<b>adamant (1)</b>	66:21 67:16 72:11
<b>\$23 (2)</b>	115:23 116:16 117:24	95:11 170:10 172:4	218:12	73:6 108:22 113:20
177:3 179:13	<b>\$63 (1)</b>	183:23	<b>add (3)</b>	120:2 138:25
	184:9	<b>accepted (1)</b>	142:4 189:15 193:20	200:22 221:16



<p><b>aggressive (4)</b> 109:14 148:13 170:2 175:19</p> <p><b>ago (11)</b> 46:4 71:4,5,22 113:18 132:15 140:12 141:21 142:8 153:17 222:7</p> <p><b>agree (11)</b> 41:11 43:15 92:25 117:13 156:12 162:25 181:7,20 200:7 210:3 224:23</p> <p><b>agreed (20)</b> 34:5 36:9 43:7,23 45:5 47:24 62:3 63:11,22 64:13 193:6,8 197:19 201:10 202:23 204:10 215:9 218:16 220:25 231:19</p> <p><b>agreement (25)</b> 10:17 20:14 23:4 38:15,19 43:7 48:14 49:4 56:21 74:19 134:20 185:3 189:3 190:22,24 191:17 195:21 200:6,8 205:7 214:19 217:19 218:12 221:19 241:8</p> <p><b>agreements (3)</b> 93:14 134:17 156:2</p> <p><b>Ah (2)</b> 61:15 62:3</p> <p><b>aisles (1)</b> 156:14</p> <p><b>Akin (3)</b> 2:9 3:3 7:10</p> <p><b>al (3)</b> 1:4 4:6,19</p> <p><b>Alan (1)</b> 31:7</p> <p><b>alert (1)</b> 37:12</p> <p><b>alive (1)</b> 91:24</p> <p><b>allocate (2)</b> 57:23 80:13</p> <p><b>allocated (4)</b> 53:8,20 54:17 177:18</p> <p><b>allocation (2)</b> 54:14 178:6</p> <p><b>allow (2)</b> 45:12 220:25</p>	<p><b>allowed (6)</b> 232:10,16,20,22,24 232:25</p> <p><b>allows (2)</b> 162:11 231:19</p> <p><b>alongside (2)</b> 66:19 98:3</p> <p><b>alternatives (4)</b> 65:22 66:2,5,9</p> <p><b>Amazon (23)</b> 99:18 131:20,21 132:14,18,21 133:7 133:9,13,16 134:8 134:23,25 135:4,8 135:10 162:17,20 163:4,12,13,17,23</p> <p><b>America (2)</b> 3:6 125:5</p> <p><b>American (15)</b> 63:2,4,5,11,15,18,21 64:8,11,23 65:16 67:8,14 68:3 192:8</p> <p><b>Americas (1)</b> 5:14</p> <p><b>amount (44)</b> 16:2 21:15 36:18 38:22 41:6,18 42:21 43:16 47:2 48:3,10 57:7 61:22 66:22 68:6 69:13,15 72:11 72:15,18 73:20 80:2 97:21 150:23 152:14 172:2,4 189:17,19 198:3,4 199:3 205:23 206:2 206:14,25 207:5,16 207:18 208:2 219:7 221:16,23 222:9</p> <p><b>amounts (6)</b> 40:23 43:11 76:4 199:21 219:2 232:17</p> <p><b>analysis (27)</b> 100:13,15,20,20 102:5,14,25 103:13 112:22 122:12,17 122:23 123:12 125:18,19 163:3,8 164:7 169:8 173:10 173:20 174:7 185:21 199:8 224:6 229:6 241:4</p> <p><b>analysts (1)</b> 94:5</p> <p><b>animal (1)</b> 183:16</p>	<p><b>Ann (3)</b> 31:9 33:14 36:23</p> <p><b>annual (7)</b> 16:16 149:16 177:2 177:10,11 184:8,8</p> <p><b>annualized (1)</b> 180:25</p> <p><b>answer (16)</b> 14:25 30:9 54:18 60:10 65:11,13 73:21 76:14 79:17 80:11 89:6 131:2 138:18 159:2 185:23 214:14</p> <p><b>answered (1)</b> 30:9</p> <p><b>answering (2)</b> 98:13 103:24</p> <p><b>answers (2)</b> 8:8 154:16</p> <p><b>anticipate (1)</b> 123:6</p> <p><b>anticipated (3)</b> 116:16 131:25 221:23</p> <p><b>anticipates (1)</b> 137:6</p> <p><b>anticipation (1)</b> 195:8</p> <p><b>anybody (5)</b> 10:11 69:2 133:12 239:4,5</p> <p><b>AP (6)</b> 224:19 225:9 226:6 226:11,14,20</p> <p><b>APA (31)</b> 36:9,20 39:5 47:24 50:11 55:22 59:17 67:22 75:13 185:5 196:21 204:4 205:4 205:12 206:12 210:14,20 221:10 229:9,15 230:23 232:2,15 233:5,6,15 233:20 237:6,7 238:11,19</p> <p><b>apart (4)</b> 34:21 35:7 214:4 231:13</p> <p><b>app (1)</b> 143:16</p> <p><b>appear (1)</b> 170:22</p> <p><b>APPEARANCES (1)</b> 3:1</p> <p><b>appeared (1)</b> 39:3</p>	<p><b>appears (1)</b> 89:24</p> <p><b>apples (2)</b> 182:19 183:17</p> <p><b>appliance (3)</b> 160:5 162:6 164:24</p> <p><b>appliances (1)</b> 155:12</p> <p><b>applied (2)</b> 198:15 238:7</p> <p><b>appointed (2)</b> 12:5,11</p> <p><b>appointment (2)</b> 14:19 16:18</p> <p><b>appraisal (2)</b> 71:3 116:6</p> <p><b>appraisals (10)</b> 71:21,24 72:2,5 113:8 113:21 158:8,18,20 158:24</p> <p><b>appraised (5)</b> 158:4,5,5,13,15</p> <p><b>appreciate (2)</b> 91:12 239:3</p> <p><b>apprised (2)</b> 88:12,17</p> <p><b>approached (2)</b> 128:2 168:15</p> <p><b>approval (1)</b> 56:13</p> <p><b>approvals (1)</b> 113:17</p> <p><b>approve (2)</b> 81:14 92:15</p> <p><b>approving (1)</b> 94:15</p> <p><b>approximate (2)</b> 69:4 130:4</p> <p><b>approximately (15)</b> 16:22 21:4,6 24:13 27:12 49:23 56:25 60:3,24 61:6 62:22 72:20 153:5 154:3 186:13</p> <p><b>April (1)</b> 107:2</p> <p><b>architecture (1)</b> 204:14</p> <p><b>area (8)</b> 80:20 99:14,17 136:23 212:11 213:11 237:3,4</p> <p><b>areas (2)</b> 238:10,18</p> <p><b>ARPS (1)</b> 5:2</p>	<p><b>arrangements (1)</b> 211:13</p> <p><b>arrangers (1)</b> 219:19</p> <p><b>arrived (11)</b> 104:4 123:4,8,9,10 146:20 171:11 196:22 201:14 219:7 222:6</p> <p><b>arriving (3)</b> 18:10 23:3 105:19</p> <p><b>art (1)</b> 155:10</p> <p><b>article (2)</b> 216:13 218:18</p> <p><b>articulate (1)</b> 59:18</p> <p><b>ascribed (2)</b> 54:20,23</p> <p><b>ascribes (1)</b> 57:24</p> <p><b>aside (8)</b> 11:3 21:16,19 67:9 68:3 95:6 184:25 229:6</p> <p><b>asked (20)</b> 8:3 9:15 30:8 41:7 46:6 57:22 81:12,13 97:12 102:18 197:7 197:12 198:2,12 215:18 222:8,24 223:7 229:17 235:20</p> <p><b>asking (8)</b> 24:24 35:16,17 45:10 126:8 202:3 204:25 235:7</p> <p><b>asks (2)</b> 199:16 212:18</p> <p><b>aspect (3)</b> 21:22 76:16 164:21</p> <p><b>aspects (4)</b> 76:13 84:6 85:4 146:10</p> <p><b>asserted (1)</b> 197:23</p> <p><b>asset (24)</b> 10:17 20:14 23:3 38:14,18 43:6 48:14 49:3 54:12,13 56:20 74:18 77:4 93:13 120:8,16 185:3 190:18,20 191:17 195:21 205:6 214:18 241:8</p> <p><b>asset-rich (1)</b></p>
--	--	--	---	--

190:11 <b>assets (23)</b> 9:7 20:13 49:21,22 53:10,21 54:20 57:10,19,24 66:23 70:11 74:13,14 79:24 80:16 114:18 122:14 162:5 190:5 190:9 209:15,16 <b>assign (2)</b> 233:15,24 <b>assigned (1)</b> 234:8 <b>assistance (2)</b> 102:12,17 <b>associate (1)</b> 54:11 <b>associated (4)</b> 112:14,16 186:16 201:6 <b>associates (1)</b> 94:4 <b>assortment (2)</b> 174:2,4 <b>assume (45)</b> 8:2 14:24 16:24 36:3 41:7 42:5,10,12,20 43:8,13,23 47:6,14 47:14 48:4,13 93:5 93:15 105:7 109:18 109:22 112:9 114:20 121:15 167:18 177:24 187:6 197:7,12,19 198:2,13 203:10 207:7 209:8,14 210:3,8 217:20 222:9,23,24 223:7 233:24 <b>assumed (21)</b> 34:2 41:6 43:12,21 47:4,17,21 48:17 99:18,20 148:4 191:7 196:10,17 197:18 199:2 200:13 210:11 222:13 226:25 234:8 <b>assumes (11)</b> 41:21 103:19 106:12 109:21 110:20 111:15 161:6 164:15 166:12 195:17 225:15 <b>assuming (17)</b> 34:4,11 38:24 44:15	47:22 60:17 89:5 115:18 125:18 175:21 190:21 197:17 199:24 202:13,21 215:11 223:16 <b>assumption (28)</b> 44:6 80:9 111:3,17,23 116:4 119:12 121:12 122:17,23 123:4 124:23 132:7 161:2 166:2 169:2 169:13 171:8 174:18,21 182:22 183:22 184:19,20 195:15 196:6 205:15 228:5 <b>assumptions (16)</b> 110:16 117:20 122:4 128:21 145:13,21 146:15,20 148:2 149:2,5 156:18,23 159:21 171:20 227:25 <b>attached (2)</b> 101:6 206:23 <b>attachments (1)</b> 101:19 <b>attempt (2)</b> 80:13 110:14 <b>attempted (1)</b> 174:25 <b>attend (2)</b> 52:16 86:11 <b>attention (4)</b> 8:19 9:10 55:23 232:8 <b>attorneys (8)</b> 3:4 4:4,17 5:3,13 6:4 11:10,16 <b>attributed (1)</b> 145:24 <b>attribution (1)</b> 173:20 <b>auction (11)</b> 30:14 31:15,19,24 32:5,8 36:2 37:10 52:5,16,18 <b>August (2)</b> 172:17,23 <b>authorization (1)</b> 93:13 <b>Auto (3)</b> 130:16 171:4,17 <b>availability (12)</b> 188:25 189:5 193:23 194:15,20,25 195:4	195:9,13,16 220:6 228:20 <b>available (4)</b> 113:22 117:2 191:13 191:13 <b>Avenue (2)</b> 4:20 5:14 <b>averse (1)</b> 46:12 <b>aware (22)</b> 13:6 29:7 33:17,18 35:5,9,15 38:12 53:4 54:15 80:22 81:3 122:22 127:12 128:7,10 129:16 173:16 200:11 212:3 227:10 237:4 <hr/> <b>B (2)</b> 56:12 240:3 <b>back (60)</b> 17:14 42:2 48:20,21 48:25 60:12 65:4 76:2 79:4 96:22 102:20,23 110:3,4 111:19 113:17 117:5 126:13 135:14,20 151:8 154:9 157:12 158:7 165:18 168:5 170:3 172:6,19,20 176:22 177:14 179:22 181:13 182:2 185:16 189:11 193:25 195:22 205:12 206:15 208:11 210:21 211:6 214:18 216:6 216:19,20 218:18 222:7,18 224:3 225:13 226:4 229:7 230:10 231:6 232:2 237:17,23 <b>backstop (7)</b> 76:8,14,25 77:5,7,15 77:17 <b>backup (9)</b> 107:25 167:10,13 169:18 170:19 173:10 184:19,20 184:21 <b>BAIRD (1)</b> 6:17 <b>baked (1)</b> 117:21	<b>balance (18)</b> 36:15 38:20 41:12,13 42:16 43:9,9 72:24 105:10,16 145:2 187:7,17,19 189:10 190:3 226:20 228:17 <b>balances (6)</b> 44:24 45:4,11,14,18 45:25 <b>ball (1)</b> 106:25 <b>bank (6)</b> 3:6 100:23 108:10 125:5,5 187:16 <b>bankers (1)</b> 40:21 <b>bankruptcy (7)</b> 1:1 55:18 56:13,15 105:9 115:6 135:11 <b>banks (9)</b> 91:16,20 94:8 100:20 106:18 110:24 124:5 125:7 188:7 <b>bare (1)</b> 228:22 <b>bargained (1)</b> 209:17 <b>barrel (1)</b> 229:24 <b>base (6)</b> 51:15 103:18 219:21 219:22 220:4 221:7 <b>based (11)</b> 40:11,13 75:5 79:18 80:11 103:21 114:8 142:12 145:22 219:20 221:6 <b>baseline (1)</b> 96:16 <b>basis (19)</b> 16:15 17:18 85:18 90:14 97:9,19 104:18 107:9 115:2 120:2,3,5 122:6 132:6 171:9 182:10 211:24 228:4,8 <b>bear (3)</b> 101:21 154:25 225:3 <b>bearing (3)</b> 26:9 129:11 240:10 <b>bears (1)</b> 26:5 <b>becoming (1)</b> 17:3 <b>begins (1)</b>	205:14 <b>behalf (12)</b> 10:3 23:14 24:18 26:25 27:23 92:24 125:5 150:24 185:6 203:24 213:11 217:20 <b>behavior (4)</b> 105:13 140:25 141:2 141:18 <b>believe (48)</b> 13:9 29:9,13 34:14 39:16,19,19 48:15 60:15 63:24 64:3,15 68:20 69:8,14,19 70:2 75:25 77:9 79:14 81:20 84:24 87:17 99:9 109:13 115:4 123:10 125:4 134:4,19 140:19 145:8 149:3,20 152:3 153:6 157:5 166:10 167:16 172:25 179:18 182:4 183:12 191:10 192:2 206:15 209:7 230:4 <b>believed (1)</b> 137:13 <b>believes (1)</b> 184:16 <b>belongs (1)</b> 72:22 <b>benefit (9)</b> 6:17 45:23 136:20 162:15 169:3 174:19 175:2 220:9 220:10 <b>benefits (1)</b> 141:3 <b>best (9)</b> 10:7 30:15 32:14 36:5 36:8 47:25 63:10 95:10 153:25 <b>better (9)</b> 135:15 137:2 141:10 141:11 151:2 157:23 166:25 228:23 229:3 <b>beyond (7)</b> 11:11 65:22 68:22 129:18 158:19 170:17 231:16 <b>bid (55)</b> 24:2 25:22 26:19 27:10,25 28:9,13,14
--	---	--	---	---

<p>30:7 36:5,12,13 49:8 53:5,5 54:7,11 54:16 55:3,7,17 56:14,25 60:21 61:7 61:14 63:22 64:12 65:18 66:22 68:6,12 69:12,15 70:25 72:15,17 73:12,20 74:3 77:2,5,8,16,18 79:23 80:3,14 85:21 191:19 193:5,10 230:18 231:20 240:14</p> <p><b>bidder (5)</b> 36:8 50:16,17 84:16 88:25</p> <p><b>bidding (37)</b> 21:22 54:4,5,8,19,21 54:22 57:8,11,25 58:6,12,25 60:3,23 62:16 63:25 64:17 66:19,24 67:6 68:4 70:12 74:15,23 76:5 76:9 79:14,22,25 80:8,17 104:12 223:10 232:18 238:14,15</p> <p><b>big (2)</b> 103:18 132:11</p> <p><b>Bill (1)</b> 31:8</p> <p><b>billing (1)</b> 121:10</p> <p><b>billion (30)</b> 34:8,20 36:15 38:21 40:25 41:16 42:20 43:13,17,18 46:3 54:16 67:21 91:17 105:9 145:3,5 164:18 165:19 167:16,17 186:13 187:22 188:3,17 190:23 191:22 195:19 223:2 228:18</p> <p><b>billion-2 (1)</b> 222:18</p> <p><b>billion-657 (3)</b> 220:13,16,17</p> <p><b>billion-three (2)</b> 188:12,14</p> <p><b>bills (2)</b> 119:20 121:6</p> <p><b>bit (5)</b> 102:24 122:16 147:22 179:25 190:23</p>	<p><b>BJ (1)</b> 141:23</p> <p><b>Black+Decker (2)</b> 165:16,18</p> <p><b>blood (1)</b> 242:15</p> <p><b>board (44)</b> 11:24 12:2,6,11 13:4 13:5,15,17,19,22 14:14,20 16:3,4,7 16:10,19 17:12,23 19:21 20:2,4,8 21:10 28:9 29:11 81:7,12,13,17,21,23 88:11,14,16 89:7 94:13 121:24 127:8 127:23 128:16 131:6 155:20 228:9</p> <p><b>bonus (1)</b> 52:25</p> <p><b>Borden (1)</b> 115:14</p> <p><b>borrowing (4)</b> 219:21,22 220:4 221:7</p> <p><b>bottom (7)</b> 56:8 123:18 148:18 172:9 178:12 180:20 181:14</p> <p><b>bought (3)</b> 192:6,12,20</p> <p><b>bounce (2)</b> 102:23 106:16</p> <p><b>Boutros (1)</b> 133:21</p> <p><b>box (6)</b> 118:24 160:22 164:24 168:8 184:6 196:12</p> <p><b>boxes (1)</b> 118:19</p> <p><b>BRADLEY (1)</b> 6:21</p> <p><b>brand (6)</b> 144:22 160:5 161:22 165:2,4,8</p> <p><b>Brandon (1)</b> 50:24</p> <p><b>brands (1)</b> 165:12</p> <p><b>break (11)</b> 78:7 79:12,24 126:6,9 126:9 168:2,3 179:20 223:20,23</p> <p><b>breakdown (2)</b> 158:3 224:17</p> <p><b>brewing (3)</b></p>	<p>35:6,15,19</p> <p><b>brick (1)</b> 103:19</p> <p><b>bring (2)</b> 142:25 148:8</p> <p><b>bringing (1)</b> 120:21</p> <p><b>broken (1)</b> 106:20</p> <p><b>Bromley (49)</b> 6:8 12:15 26:14 30:8 38:2 39:6 42:23 48:5 52:7 56:3,6 65:8 66:6 77:23,25 78:8 82:3 91:3 92:18 98:21 101:17 103:4,8 126:4,11,15 126:21 131:9,11 140:4,8 176:9,12 186:6 199:5,15 200:5 203:15 204:22 206:19 207:14,22 212:18 213:23 223:15,19 223:25 232:4 239:8</p> <p><b>Bromley's (1)</b> 179:19</p> <p><b>Bryant (2)</b> 2:10 3:5</p> <p><b>bucket (5)</b> 116:16 138:12,20 152:2 201:2</p> <p><b>buckets (3)</b> 53:10 73:23 79:22</p> <p><b>budget (5)</b> 138:9,16,20 151:16 224:12</p> <p><b>build (8)</b> 19:8 99:7,12 110:6 159:7 164:4 169:19 169:22</p> <p><b>building (2)</b> 33:20 119:4</p> <p><b>built (4)</b> 98:7 145:21 155:24 226:23</p> <p><b>bulky (1)</b> 132:11</p> <p><b>bullet (6)</b> 103:18 154:20 162:21 162:24 164:14 181:16</p> <p><b>bullets (1)</b> 131:20</p> <p><b>bunch (1)</b> 144:23</p>	<p><b>business (195)</b> 15:3,17,19,22,23 16:5 16:12,13 17:6 18:5 18:9,12,17,19,24 19:12,19 46:15 51:7 80:21,25 81:4,9,14 81:18 82:2 83:5,12 83:18,25 84:11,12 84:18 85:5,7,12,19 86:19,22 87:2,6,21 87:22 88:13,17 89:3 89:9,14,19,21,25 90:13,15,20,22,24 91:10,15 92:4,6,12 92:16 93:7,8,18,23 93:25 94:2,8,10,15 94:21 95:2,19,20 96:15,18,24 97:6 99:21 102:21,24 103:3,5,9,12 104:2 106:23 107:4,10,20 107:24 109:11 110:17,20 111:14 111:18 115:18 117:16,21 119:10 120:17 121:13,14 121:21 122:2 124:23 125:4,8 126:24,24 128:20 129:12,13,15 130:8 130:15 131:8 132:16,19 133:17 134:2,23,25 135:5 135:10 137:5,10 138:2 139:9,14,24 140:3,11 141:3,25 142:2 145:14 149:2 149:9 151:9 152:9 153:2 156:7 157:4 157:23,25 159:12 159:17,19,22 160:2 160:3 161:3,6,10,13 161:17 162:9,11 165:13 166:3 168:6 170:5,24 171:17,23 172:2,6 173:18,22 173:23 174:25 175:10 176:2,17 177:5 180:3,16 182:3,15 184:24 190:12,20 207:10 211:16,21 213:13 213:19 214:8,9 231:12 234:11 240:23,25</p> <p><b>businesses (2)</b></p>	<p>148:19 152:9</p> <p><b>buy (12)</b> 61:12 78:5 141:5 143:22 144:6 152:21 155:12 156:2 157:11,13 193:3 219:14</p> <p><b>buyer (56)</b> 36:16 38:24 41:21 42:9,12,20 47:4,14 48:4,12 49:11 50:10 53:15,18,20,24 57:7 57:10,18,23 58:4,25 59:24 60:3 62:16 64:25 65:17,19 66:24 67:6 68:11 70:25 72:5,15 74:13 74:20 79:25 80:2,12 84:15 214:23 215:9 215:17,21,23 216:17 217:16 218:19 220:11 233:21 234:5,6,12 236:2,7,8</p> <p><b>buyer's (2)</b> 207:6 215:2</p> <p><b>buying (1)</b> 185:11</p>
<b>C</b>				
<p><b>C (4)</b> 4:1 5:1 6:1 200:20</p> <p><b>calendar (1)</b> 13:8</p> <p><b>calibrating (1)</b> 174:14</p> <p><b>California (1)</b> 115:9</p> <p><b>call (20)</b> 28:23 29:2,3,4,4 35:20 157:20 165:18 176:20,25 177:3,17,24 178:6 192:13 197:13 218:2,9 225:11 239:7</p> <p><b>called (15)</b> 7:2 33:14 35:10 37:12 50:12,25 55:2 107:5 107:5 149:15 185:10 189:12 216:5,18 217:2</p> <p><b>calling (1)</b> 35:18</p> <p><b>calls (1)</b> 13:19</p>				

<b>candidates (2)</b> 127:7,25 <b>cap (2)</b> 132:16 187:7 <b>capabilities (3)</b> 131:22 136:12,17 <b>capable (1)</b> 119:6 <b>capacity (21)</b> 16:3 17:4,10,12,16,23 19:21 20:5,8 81:6 81:12,17,21,23 87:20 88:11,16,24 89:7 94:13 223:5 <b>capex (18)</b> 99:10,12 119:19,22 120:12,15 122:6 137:4,9,18,25 138:7 138:10,10 156:24 159:18 168:11 169:5 <b>capital (8)</b> 21:21 170:8,9 185:17 186:14,17 187:4 224:12 <b>capitalized (1)</b> 185:19 <b>capped (1)</b> 199:21 <b>card (4)</b> 136:19 152:15 208:24 219:2 <b>cards (1)</b> 191:2 <b>career (1)</b> 15:16 <b>Carr (3)</b> 31:7,11,14 <b>carries (2)</b> 183:22 196:8 <b>carrying (2)</b> 92:24 112:13 <b>CARTY (1)</b> 3:12 <b>carve (1)</b> 157:15 <b>Cascade (7)</b> 68:24 69:2,5,12,17 70:6 192:5 <b>Cascade's (1)</b> 69:23 <b>case (10)</b> 1:6 23:23 97:4 99:3 103:19 117:14 162:17,20 219:25 243:1	<b>cases (3)</b> 7:12 54:10 55:4 <b>cash (27)</b> 44:25 46:7,18 70:7 77:6,16,19 80:8 112:19 120:22 121:19,20,24 132:5 149:18 157:22 166:23 186:21 191:18,20,23,25 192:8 204:18 237:23,25 238:7 <b>cashied (1)</b> 186:25 <b>catch (1)</b> 217:5 <b>categories (4)</b> 48:9 98:15,20 105:13 <b>category (1)</b> 110:10 <b>causes (3)</b> 108:2 135:12 142:17 <b>caution (2)</b> 38:2 213:23 <b>caveat (1)</b> 46:17 <b>center (3)</b> 171:4,17 177:3 <b>centers (17)</b> 130:16 176:20,25 177:17,25 178:7 180:4,7,8 181:22 182:9 183:9,11,12 183:13,16,21 <b>centimeter (1)</b> 155:16 <b>cents (4)</b> 75:18,20 150:25 152:18 <b>CEO (16)</b> 108:12,15,16 126:25 127:5,9 128:9,16,17 128:22,23,24 129:3 129:6,19 130:10 <b>certain (20)</b> 18:10 21:15 53:6 54:12 57:13 92:6 94:21,25 95:19 102:18 122:15 129:13 146:14 152:9 218:8 219:13 222:9 233:22 234:7 236:21 <b>certainly (9)</b> 29:6 37:20 52:20 86:4 130:10 146:9,25	147:8 162:24 <b>certainty (2)</b> 107:2 227:14 <b>CERTIFICATION...</b> 242:2 <b>Certified (2)</b> 2:12 242:5 <b>certify (2)</b> 242:8,13 <b>chain (4)</b> 135:14 180:21 181:9 181:17 <b>challenging (1)</b> 211:3 <b>chance (1)</b> 126:5 <b>change (7)</b> 102:2 110:25 224:19 224:24 226:6,14,17 <b>changed (4)</b> 13:2 14:15 88:8 100:22 <b>changes (6)</b> 92:6 100:24 101:8 102:9,19 174:18 <b>changing (2)</b> 92:2 142:15 <b>channel (3)</b> 163:4,21 164:2 <b>channels (2)</b> 140:18 167:15 <b>CHAPMAN (1)</b> 3:9 <b>Chapter (2)</b> 1:6 12:25 <b>characterization (2)</b> 23:16 42:18 <b>characterize (4)</b> 23:13 42:6,7 85:22 <b>characterized (2)</b> 144:13 163:9 <b>charge (1)</b> 130:13 <b>chart (1)</b> 106:2 <b>check (3)</b> 39:22 60:16 91:7 <b>chief (1)</b> 129:7 <b>choose (1)</b> 168:23 <b>CHRISTA (1)</b> 6:19 <b>CHRISTOPHER (1)</b> 3:12 <b>CIO (2)</b>	137:12 184:22 <b>circa (1)</b> 228:18 <b>circumstances (2)</b> 105:18 121:5 <b>Citi (9)</b> 136:14,15,16 150:22 152:14,24 165:20 187:16 189:20 <b>Citibank (1)</b> 84:25 <b>Citigroup (2)</b> 144:22 165:14 <b>city (1)</b> 118:25 <b>claimant (1)</b> 200:2 <b>claimants (1)</b> 199:13 <b>claims (19)</b> 186:16 191:7 196:19 197:17,22 198:3,14 198:16 207:8 229:19 231:14,22 231:24 232:10,17 232:20,22,24,25 <b>clarification (3)</b> 7:23 79:17 200:8 <b>clarify (4)</b> 7:25 53:12 194:22 243:5 <b>class (1)</b> 143:22 <b>clear (8)</b> 37:22 47:8 60:6 75:23 88:22 93:24 101:17 213:12 <b>clearly (1)</b> 125:23 <b>Cleary (2)</b> 6:3 37:23 <b>close (24)</b> 114:12 115:6,11,12 119:3 128:11 136:24 145:8 153:6 154:4 166:3 188:18 188:21,22 189:3 190:17 211:20 214:23 216:17 218:20 223:18 230:12 232:3 235:23 <b>closed (2)</b> 50:13 69:8 <b>closes (2)</b> 52:22 237:20	<b>closing (54)</b> 34:6 36:16 41:2,10,21 42:5 44:24 45:2,5 45:24,24 46:21 59:25 61:18 63:16 64:22 65:20 67:24 69:25 70:3 108:4 114:19 117:23 122:24 128:19 185:18 187:6 188:10 193:22 194:6,14 195:9,13 201:9,21 202:3 203:5 211:8 215:4 215:10,19,25 219:15 221:24 224:25 225:21 226:10,15,19,21,25 227:8 238:3,8 <b>CM (2)</b> 1:22 242:21 <b>coats (1)</b> 132:12 <b>code (1)</b> 56:15 <b>Codes (1)</b> 243:4 <b>collateral (15)</b> 57:15 58:9 59:3 70:16 70:19,21,24 71:8,14 71:19 75:14 76:7 113:5,14 114:2 <b>collection (1)</b> 162:5 <b>Colorado (1)</b> 155:6 <b>column (1)</b> 181:15 <b>columns (1)</b> 158:4 <b>come (17)</b> 21:13 39:2 40:2 48:20 65:4 108:24 114:3 145:2 152:23 160:13 167:22 185:16 187:25 188:6,7 237:23 238:3 <b>comes (8)</b> 152:20,24 160:11 166:12 184:12,14 220:3 222:12 <b>comfort (1)</b> 213:20 <b>comfortable (9)</b> 93:17 107:7 108:12
--	--	--	--	---

108:20,25 109:6 111:11 147:6 214:10 <b>coming (10)</b> 40:14 41:3 44:4 78:2 98:20 105:8 164:16 170:21 191:23 228:17 <b>commenced (3)</b> 31:16,19,24 <b>commencement (3)</b> 12:24 32:4,7 <b>commencing (1)</b> 106:14 <b>commitment (2)</b> 35:16 174:6 <b>commitment (1)</b> 73:19 <b>committed (1)</b> 187:24 <b>committee (25)</b> 5:13 7:11 29:14,16,21 29:22 30:6,21 31:4 32:19 33:2 35:5 37:18,21 38:9 39:4 40:16,19 46:10 48:25 82:9,13,21 83:24 240:17 <b>committee's (1)</b> 94:20 <b>commonly (1)</b> 9:8 <b>communicated (2)</b> 34:18 52:13 <b>communications (2)</b> 38:3 76:18 <b>community (1)</b> 228:25 <b>comp (1)</b> 107:11 <b>companies (1)</b> 132:9 <b>company (115)</b> 14:6,15 17:20 19:5,11 24:3 25:23 27:14,23 28:21 48:24 51:17 52:4 57:16 59:17 67:18 75:6,23 76:6 76:24 81:25 83:19 84:10,20 86:2,17 87:23 88:19 93:19 95:16 96:15 99:18 103:9 105:6,8 115:5 115:16,17 129:6 132:23 133:12 134:21 136:8,20	139:7,13,22,22 141:7 143:3 146:24 148:4,14 149:4 152:18,20,23 154:2 154:11 161:20 165:6,9,24 168:15 169:22 170:23,24 171:14,16 174:11 174:14,22,24 175:20 176:5,7,8 179:10 181:7 182:15,22 183:19 184:13,14 191:6,8 194:19 197:4,6,23 198:15 199:9 201:7 202:13 208:11,18 210:7 212:6,6 213:5 218:2,12 219:11 220:3,12,18 221:25 222:8,13 223:14 228:12 229:17 231:7 234:6 238:2 <b>company's (24)</b> 83:12 87:6 88:13 89:8 89:14 90:13,22 92:5 92:12 97:5 98:17,23 99:2,6,16 100:2,9 175:11 177:5 181:23 197:10 198:25 203:3 220:9 <b>company/the (1)</b> 80:23 <b>compare (1)</b> 163:11 <b>compared (3)</b> 98:17 142:20 163:5 <b>compares (1)</b> 106:5 <b>comparing (1)</b> 182:13 <b>comparison (1)</b> 175:25 <b>compensation (2)</b> 52:24,25 <b>competitive (2)</b> 131:18,25 <b>comping (3)</b> 104:17,20 105:4 <b>complement (3)</b> 100:3 148:10 175:15 <b>complete (1)</b> 229:18 <b>completed (2)</b> 81:19 193:20 <b>component (3)</b> 54:19 96:2 121:7	<b>components (2)</b> 95:18,20 <b>composed (2)</b> 177:18 178:19 <b>concept (1)</b> 235:4 <b>concern (7)</b> 27:9 33:11 34:19 40:11 50:15 88:24 220:19 <b>concerned (2)</b> 32:19 44:17 <b>concerning (14)</b> 14:14 24:2,20 28:13 37:19 79:13 81:25 84:11,21 133:12 134:8 237:12 238:11,19 <b>concerns (1)</b> 40:16 <b>concessions (2)</b> 234:18 236:21 <b>conclude (1)</b> 108:3 <b>concluded (2)</b> 36:2 37:10 <b>conclusion (3)</b> 199:16 212:19,22 <b>condition (4)</b> 189:2 193:21 194:13 217:21 <b>conditions (12)</b> 129:2 211:8 214:22 215:5,7,10,11,16,19 215:24 216:16 218:19 <b>conducted (1)</b> 74:21 <b>conducting (1)</b> 71:25 <b>confidence (9)</b> 135:6 144:18 145:9 145:12 170:16,18 179:7,12 228:22 <b>confidential (238)</b> 1:9 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1	51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1,18 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1 175:1 176:1 177:1 178:1 179:1 180:1 181:1 182:1 183:1 184:1 185:1 186:1 187:1 188:1 189:1 190:1 191:1 192:1 193:1 194:1 195:1 196:1 197:1 198:1 199:1 200:1 201:1 202:1 203:1 204:1 205:1 206:1 207:1 208:1 209:1 210:1 211:1 212:1 213:1 214:1 215:1 216:1 217:1 218:1 219:1 220:1 221:1 222:1 223:1 224:1 225:1 226:1 227:1 228:1 229:1	230:1 231:1 232:1 233:1 234:1 235:1 236:1 237:1 238:1 239:1 240:1 241:1 242:1 <b>confirm (2)</b> 35:17 65:24 <b>conform (1)</b> 243:6 <b>confuse (1)</b> 188:16 <b>confusing (1)</b> 198:11 <b>connected (3)</b> 160:14,25 161:12 <b>connection (5)</b> 27:25 44:3 70:25 94:19 95:7 <b>consent (4)</b> 212:8,14,15 213:7 <b>consequence (1)</b> 160:5 <b>conservative (4)</b> 99:15 100:9 105:7 167:24 <b>consider (9)</b> 15:7,18 105:21 127:16 149:22 189:22,24 197:17 202:21 <b>consideration (9)</b> 41:3,10 53:14 80:15 105:24 130:11 229:11 230:17 237:25 <b>considered (1)</b> 127:24 <b>considering (1)</b> 85:3 <b>consistent (3)</b> 29:16 161:9 207:10 <b>consolidated (1)</b> 224:17 <b>constantly (1)</b> 91:21 <b>consult (1)</b> 79:12 <b>Consulting (3)</b> 6:18,19,20 <b>consumer (7)</b> 105:12 140:25 141:2 141:18 152:20 155:11 162:12 <b>consumers (1)</b> 151:4 <b>consuming (1)</b>
--	--	---	--	---

<p>129:22 <b>consummate (1)</b> 215:2 <b>consummated (1)</b> 69:24 <b>contains (1)</b> 8:22 <b>contemplated (4)</b> 137:25 138:25 139:21 208:3 <b>contemplates (3)</b> 126:25 173:23 188:19 <b>contemplating (1)</b> 139:14 <b>contention (1)</b> 200:16 <b>contents (1)</b> 146:12 <b>context (4)</b> 15:12 45:7,8 166:18 <b>continue (7)</b> 51:5 100:5 114:11 115:8 131:21 161:7 190:19 <b>continued (8)</b> 4:1 5:1 6:1 14:4 79:9 177:24 201:23 228:16 <b>continuing (1)</b> 193:11 <b>contract (4)</b> 32:20 153:7,11 228:16 <b>contractual (1)</b> 73:19 <b>contractually (3)</b> 74:2 153:12 227:12 <b>contrary (1)</b> 175:21 <b>contribution (1)</b> 186:20 <b>control (3)</b> 60:9 63:6 73:8 <b>controls (3)</b> 20:17 64:3 72:24 <b>convenience (2)</b> 143:2 162:10 <b>conversation (29)</b> 30:10,19 31:6,7,9,18 31:22 32:4,6,10 36:22,24 37:15 38:10 48:22 50:19 50:21 51:2 65:9 79:19 113:13 124:4 127:14 128:13 134:24 187:6 214:3</p>	<p>214:16 222:19 <b>conversations (13)</b> 25:13 29:5,6 30:20 31:5,14 38:7 40:12 77:11 97:24 133:13 165:6 212:11 <b>conversion (1)</b> 186:20 <b>convert (1)</b> 186:24 <b>converting (1)</b> 22:20 <b>convey (2)</b> 25:5 214:12 <b>conveyable (7)</b> 180:8,10 181:21 182:15 183:13,15 183:20 <b>conveyables (1)</b> 180:12 <b>conveyed (5)</b> 27:9 46:10 197:14 213:22 220:18 <b>conveying (1)</b> 24:25 <b>copy (2)</b> 89:24 195:20 <b>core (2)</b> 129:13 149:22 <b>Corp (1)</b> 6:17 <b>corporate (5)</b> 1:11 2:8 9:15 11:5 18:14 <b>Corporation (3)</b> 1:4 4:6,19 <b>correct (50)</b> 14:22,24 16:20,21 20:15 38:25 41:22 41:23 43:13,14 45:15,19 49:5 53:6 58:23 63:8 64:5,14 64:15 67:10 68:7 74:12 89:5,11 92:7 92:8 94:15,22 96:25 101:20 106:17 121:4 124:21 125:23 139:4 146:16 166:13 174:17,23 175:9 177:12 181:3,10 183:25 184:17 194:16,17 207:20 238:16 243:7 <b>corrected (1)</b> 198:20</p>	<p><b>correctly (6)</b> 60:2 61:5 62:15 99:6 109:15 119:9 <b>corresponded (1)</b> 111:2 <b>corresponding (2)</b> 178:15 209:19 <b>corresponds (1)</b> 158:21 <b>corroborate (1)</b> 122:17 <b>cost (1)</b> 129:10 <b>costs (2)</b> 112:13 149:16 <b>counsel (11)</b> 38:4 52:19 55:20 65:2 65:6,25 66:3 76:19 79:13 214:6 231:13 <b>count (6)</b> 51:18 109:19,23,24 130:3,6 <b>counter (1)</b> 77:12 <b>countered (2)</b> 210:19,24 <b>counteroffer (2)</b> 230:9,13 <b>counterparties (1)</b> 145:10 <b>country (1)</b> 182:10 <b>COUNTY (1)</b> 242:4 <b>couple (10)</b> 100:8 107:9 109:25 130:25 132:15 155:17 170:14 186:4 192:15 238:10 <b>course (30)</b> 26:15 44:11 47:15 52:2 53:2,4 57:22 59:16 75:12,23 76:5 98:13 101:12,22 112:5 115:20 126:10 144:8 154:4 190:11 197:13 201:13,17 210:6 212:5 214:10 219:6 223:12 235:18 238:9 <b>court (5)</b> 1:1 4:7 8:7 55:19 56:13 <b>covered (1)</b></p>	<p>185:4 <b>Craftsman (4)</b> 134:3 165:4,12,15 <b>create (5)</b> 85:20 90:15,19 122:19 136:15 <b>created (4)</b> 101:3 125:3 140:9 161:21 <b>credit (81)</b> 21:22 34:10 36:18 38:23 46:20 53:5 54:4,5,6,8,11,19,21 54:22 56:13,25 57:8 57:11,25 58:6,12,25 60:3,21,23 61:7,13 62:16 63:22,25 64:11,16 65:18 66:19,22,24 67:6 68:4,6,12 69:12,15 70:12 72:9,15,17 73:11,20 74:3,14,23 76:4,8 77:2,5,8,15 77:18 79:14,21,22 79:25 80:3,8,17 136:19 187:11 193:5,10 198:15 208:24 219:2 221:18 223:10 228:24 229:11 230:18 231:20 232:18 238:14,15 <b>crediting (1)</b> 39:11 <b>creditors (6)</b> 3:4 7:12 82:10,14,20 240:18 <b>Crescent (1)</b> 4:7 <b>critical (1)</b> 105:12 <b>critically (1)</b> 219:16 <b>cross (1)</b> 183:10 <b>CROZIER (1)</b> 4:10 <b>crystal (1)</b> 106:24 <b>CSR (2)</b> 1:22 242:21 <b>currencies (1)</b> 80:7 <b>current (4)</b> 129:5 130:14 132:22 153:14</p>	<p><b>currently (2)</b> 115:25 154:11 <b>Cushman (9)</b> 72:3 113:7,16,21 116:6 158:7,14,19 158:23 <b>customer (1)</b> 162:9 <b>customers (2)</b> 142:23 169:25 <b>cut (1)</b> 170:3 <b>cuts (1)</b> 148:2 <b>Cyrus (14)</b> 20:23 21:3 52:5,16 62:2,3 73:2,5,11,19 73:24 74:2,6 194:8</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>D (1)</b> 241:13 <b>Dallas (1)</b> 4:8 <b>dark (18)</b> 104:17 112:8,12,14 112:16,18,24 113:11,23 114:22 115:8 116:6,11,18 116:21 122:10 125:25 158:5 <b>data (8)</b> 84:18 87:15,18 89:2 91:5 122:3 137:23 140:16 <b>date (43)</b> 12:4 13:7,24 14:5,8 24:17 29:8 30:12,12 30:13 36:16 41:2,21 42:5 45:24,24 59:25 61:18 64:22 69:25 81:5 106:11 108:5 114:19 128:19 133:4,8,10,14 156:5 194:21 195:10,14 197:9 201:10,21 202:3 219:15 221:24 224:25 226:25 238:3 243:2 <b>dated (9)</b> 26:3,7 82:10,14 86:17 86:20 240:8,19,21 <b>dates (1)</b> 30:17 <b>DAVID (1)</b> 5:16</p>
--	---	--	---	---

<b>day (35)</b> 30:22 32:13,16 33:7 34:13 36:4 37:9,9 39:23 44:9 47:20 48:21 91:13 118:24 128:11 133:16 144:15 187:7 189:3 189:18 190:11 210:22,23,25 222:13 225:15 226:15,20,21 227:5 227:5 228:9 239:7 239:16 242:18	198:2 201:18 233:24 <b>debtor's (3)</b> 201:19 229:21 235:2 <b>debtors (33)</b> 4:4,17 23:6,25 24:14 24:19,22 26:20 29:9 37:2,17 38:8 50:12 55:18 59:17 71:12 80:23 82:20 87:20 102:13,18 105:22 108:19,25 109:8 203:9 215:18,22,23 231:15 232:11 233:14 234:8 <b>Debtors-in-Possessio...</b> 4:5,18 <b>December (28)</b> 12:3 25:21 26:3,7,19 27:16 28:2,15 30:7 49:8 86:18,21,25 87:21,24,25 90:24 97:5 98:17 106:6 139:23 172:21 176:5,5,18 180:15 240:8,21 <b>decide (2)</b> 64:23 189:24 <b>decision (1)</b> 127:18 <b>decisionmaking (1)</b> 92:10 <b>decisions (1)</b> 140:17 <b>deck (5)</b> 146:3,4 167:11 181:13 241:6 <b>declared (5)</b> 32:13 36:4,7,12 47:25 <b>declines (2)</b> 65:16,17 <b>decreasing (1)</b> 150:15 <b>define (2)</b> 15:9 232:25 <b>defined (5)</b> 8:23,24 9:16 120:14 233:12 <b>definitely (5)</b> 146:10 147:4 158:14 187:25 227:11 <b>definition (4)</b> 8:22 232:20 233:7,17 <b>definitions (1)</b> 206:15 <b>definitive (4)</b>	25:22 26:19 40:7 131:2 <b>definitively (5)</b> 74:7 88:4 117:2 159:9 230:8 <b>deliver (8)</b> 18:12 132:11 137:13 142:22 208:18 209:4 212:7 220:24 <b>delivered (2)</b> 67:24 156:8 <b>deliveries (4)</b> 216:5,18 217:2,11 <b>delivers (1)</b> 220:13 <b>delivery (2)</b> 156:5 213:6 <b>delta (1)</b> 36:19 <b>demand (2)</b> 122:9 135:19 <b>depend (1)</b> 121:22 <b>depending (4)</b> 10:15 47:16 67:13 189:19 <b>depends (1)</b> 10:8 <b>deployment (1)</b> 121:9 <b>deposed (1)</b> 7:16 <b>deposit (2)</b> 195:12 237:22 <b>deposition (9)</b> 1:10 2:7 7:13 8:11,16 9:14 55:21 240:6 243:2 <b>Depot (2)</b> 156:13 170:7 <b>derive (1)</b> 219:21 <b>describe (18)</b> 15:14 16:10 17:25 23:6 42:14 50:7 52:10 93:20 96:10 136:2 146:18 186:7 201:4 208:10 210:16 219:5 234:11 235:18 <b>described (8)</b> 17:8 38:15 39:10 74:18 154:17 159:25 225:6 231:9 <b>describes (2)</b> 154:21 200:19	<b>description (3)</b> 173:8 196:17 240:4 <b>design (3)</b> 110:8 118:16 157:18 <b>designatable (1)</b> 233:8 <b>designate (3)</b> 126:17 233:23 234:7 <b>designation (5)</b> 235:7,12 236:11 237:13 238:16 <b>designed (1)</b> 121:10 <b>desire (1)</b> 110:24 <b>detail (14)</b> 10:9,19 14:13 18:2 48:16 93:21 115:10 115:13 121:18 134:24 137:4 145:18 174:10 175:7 <b>detailed (2)</b> 170:19 174:12 <b>detailing (1)</b> 151:11 <b>details (6)</b> 10:17 98:11 218:25 228:10 229:14 230:15 <b>deterioration (2)</b> 106:10,13 <b>developed (3)</b> 21:21 88:15 110:12 <b>developing (2)</b> 19:18 89:13 <b>development (10)</b> 16:12 17:6 89:8 93:22 96:17 102:5,13 136:17 140:11 142:2 <b>deviated (2)</b> 13:9,12 <b>dialogue (1)</b> 84:19 <b>die (1)</b> 143:16 <b>DieHard (4)</b> 57:17 130:17 134:3 165:12 <b>difference (6)</b> 98:18 118:5,21 148:6 179:11 226:7 <b>different (17)</b> 17:10 24:11 50:25 80:20 85:4 95:24	107:20 117:18 127:7 142:16 148:3 182:17,20 183:16 208:3,21 222:12 <b>differential (4)</b> 61:11,16,22 163:22 <b>difficult (2)</b> 47:19 91:22 <b>digital (5)</b> 151:22,24 152:3 154:22,23 <b>diligence (8)</b> 29:3,4,6 84:14 85:11 85:23 86:3 109:7 <b>diligenced (1)</b> 173:16 <b>dip (25)</b> 34:7 36:14 38:19,21 40:24 41:11,13,14 41:19 42:13,22 43:8 44:6 52:14 114:3 172:18 173:7 189:14 205:22 221:12,18,23 222:10,14,25 <b>DIPing (1)</b> 43:12 <b>direct (9)</b> 8:19 9:9 29:5 31:17 55:23 103:2 196:4 218:20 232:8 <b>direction (4)</b> 23:10,19 76:20 192:17 <b>directionally (1)</b> 163:10 <b>directly (4)</b> 28:8 76:22 161:20 163:18 <b>director (6)</b> 11:23 12:2,7,14,23 87:20 <b>directors (5)</b> 13:5 17:13 28:10 29:11 81:7 <b>discern (1)</b> 31:12 <b>disclosing (1)</b> 38:3 <b>discuss (2)</b> 11:13 33:10 <b>discussed (8)</b> 130:11,24 141:21 157:3 187:2 190:10 209:6 231:21 <b>discussion (14)</b>
--	--	--	---	--

<p>22:17 40:22 62:18 63:14 75:11,16 82:10,14 162:3 203:22 209:11 212:4 230:7 240:18</p> <p><b>discussions (20)</b> 19:22 22:9,23 27:18 28:13,17 44:14,19 132:21 133:2,3,7 134:6,13,22 201:18 214:5 230:19 234:17,25</p> <p><b>dispense (1)</b> 7:19</p> <p><b>display (1)</b> 155:20</p> <p><b>distinct (2)</b> 27:7 139:15</p> <p><b>distinction (1)</b> 88:21</p> <p><b>distressed (1)</b> 105:18</p> <p><b>distribute (1)</b> 165:4</p> <p><b>distributing (2)</b> 164:25 165:7</p> <p><b>distribution (14)</b> 164:2 167:14 168:19 168:20 180:4,7,8 181:22 182:9 183:9 183:12,13,15,21</p> <p><b>DISTRICT (1)</b> 1:1</p> <p><b>docket (4)</b> 55:4,5,8 240:15</p> <p><b>document (56)</b> 8:13,18,22 9:10 25:19 25:24 26:16,17 32:17 47:18 55:2,6 55:22 56:4,7 82:6,8 82:12,23,25 83:3,9 83:15,22 86:17,20 87:3,14,18 90:4,8 90:12 91:22,23 98:10,12 100:12,14 101:5,9 102:3 136:4 146:8 154:24 178:10 203:16 204:4,23,25 206:8 224:10 232:7 240:13,16,21 241:2</p> <p><b>documentation (2)</b> 32:15 34:14</p> <p><b>documented (1)</b> 213:16</p> <p><b>documents (12)</b></p>	<p>48:15 60:16 74:5,8 75:25 102:22 129:2 175:25 180:2,15 182:13 203:19</p> <p><b>Doe (1)</b> 218:4</p> <p><b>doing (5)</b> 105:17 147:24 167:22 186:5,24</p> <p><b>dollar (14)</b> 38:23,23 47:2 48:3 75:18,20 150:25 152:18 207:9,9 208:4,4 209:25 210:2</p> <p><b>dollar-for-dollar (2)</b> 34:10 36:17</p> <p><b>dollars (32)</b> 34:2 43:25 98:6 105:10 111:6 114:16 117:8 118:9 118:11,12,15 120:4 138:8 140:20 141:14 145:4 151:5 152:17 160:18 161:11,11 165:19 168:25 170:20 188:6,15 190:24 191:21 194:5,7 209:9 230:11</p> <p><b>dot (1)</b> 183:10</p> <p><b>double-check (1)</b> 206:17</p> <p><b>Dove (2)</b> 113:15 158:22</p> <p><b>DPO (1)</b> 228:3</p> <p><b>drastically (1)</b> 235:5</p> <p><b>draw (4)</b> 44:3 188:22 189:18 219:22</p> <p><b>drawn (1)</b> 222:15</p> <p><b>drew (1)</b> 142:6</p> <p><b>drive (4)</b> 105:15 132:3 141:18 173:4</p> <p><b>driven (1)</b> 109:10</p> <p><b>driving (1)</b> 141:10</p> <p><b>drove (3)</b> 51:24 125:17 213:2</p>	<p><b>due (4)</b> 40:23 84:13 118:4 135:10</p> <p><b>duly (3)</b> 7:3 79:6 242:10</p> <hr/> <p><b>E</b></p> <hr/> <p><b>E (10)</b> 4:1,1 5:1,1 6:1,1 79:2 79:2 240:3 241:13</p> <p><b>E&amp;Y (1)</b> 153:16</p> <p><b>earlier (18)</b> 17:9,24 38:13 39:9 94:22 117:6 158:9 158:16,23 168:7,10 175:8 185:10,14 187:2 194:13 204:3 222:19</p> <p><b>early (7)</b> 24:16,25 25:3,5 27:21 36:3 106:6</p> <p><b>earn (4)</b> 143:8,10,18,20</p> <p><b>easier (1)</b> 211:6</p> <p><b>Ebays (1)</b> 152:5</p> <p><b>EBITDA (18)</b> 118:9,12 119:19,22 120:3,4,7,11,14,19 120:21 121:2,6 122:6 145:21 171:21 173:13 224:18</p> <p><b>echoed (1)</b> 213:14</p> <p><b>economic (1)</b> 163:13</p> <p><b>economics (2)</b> 100:22 152:14</p> <p><b>ecosystem (2)</b> 122:18 142:22</p> <p><b>Eddie (10)</b> 28:11 128:6,12 130:24 136:24 213:11 229:23 236:13 237:9,10</p> <p><b>Eddie's (2)</b> 127:12 136:9</p> <p><b>effect (2)</b> 129:2 238:6</p> <p><b>effective (1)</b> 152:10</p> <p><b>effectively (2)</b> 43:8 144:9</p>	<p><b>effectuate (1)</b> 137:19</p> <p><b>effort (1)</b> 144:19</p> <p><b>Egon (1)</b> 127:17</p> <p><b>EISLER (1)</b> 6:20</p> <p><b>either (6)</b> 12:3 43:19 67:11 98:24 107:9 188:10</p> <p><b>ELBERG (1)</b> 5:6</p> <p><b>eligible (2)</b> 208:19,23</p> <p><b>email (4)</b> 101:7,11,16 241:5</p> <p><b>embedded (2)</b> 146:21 159:22</p> <p><b>emerge (1)</b> 135:14</p> <p><b>emerges (1)</b> 115:5</p> <p><b>emerging (1)</b> 105:8</p> <p><b>employee (4)</b> 16:19 81:24 191:10 203:11</p> <p><b>employees (4)</b> 112:15 153:5,14 154:8</p> <p><b>employment (1)</b> 153:13</p> <p><b>encompassed (1)</b> 200:25</p> <p><b>encompasses (1)</b> 149:10</p> <p><b>encumbered (1)</b> 190:13</p> <p><b>ended (3)</b> 50:8 134:21 198:20</p> <p><b>endorsed (1)</b> 132:18</p> <p><b>endorsement (1)</b> 132:19</p> <p><b>ends (3)</b> 66:23 68:2 208:2</p> <p><b>engage (2)</b> 75:9 84:19</p> <p><b>engendering (1)</b> 144:17</p> <p><b>enhancing (1)</b> 138:5</p> <p><b>enormous (1)</b> 152:16</p> <p><b>entered (3)</b></p>	<p>23:4 45:17 145:16</p> <p><b>entire (4)</b> 34:21 61:14 152:11 214:2</p> <p><b>entirely (2)</b> 28:17 34:16</p> <p><b>entirety (2)</b> 52:15 77:7</p> <p><b>entitled (6)</b> 55:6 82:8,12 221:11 240:13,16</p> <p><b>entitlement (1)</b> 52:23</p> <p><b>entity (7)</b> 9:5 20:12 93:10 94:3 111:20 185:9,11</p> <p><b>enumerated (1)</b> 68:9</p> <p><b>equitable (1)</b> 209:12</p> <p><b>equity (11)</b> 21:2,16 22:21 185:15 186:10,18,19,21,25 187:2 190:2</p> <p><b>equityholder (1)</b> 20:20</p> <p><b>equityholders (1)</b> 20:22</p> <p><b>erroneous (1)</b> 198:17</p> <p><b>errors (1)</b> 243:7</p> <p><b>escrow (1)</b> 93:16</p> <p><b>ESL (169)</b> 1:10 2:7 6:4 8:11,16 8:23,24 9:16 10:3 10:11,22 11:19 16:19,25 17:11,17 18:4 19:2 20:6,19 22:6 23:9,12,14,25 24:10,13,21 25:21 26:19 27:2 33:25 36:4,7,12 47:13 48:12 49:11 50:3,12 51:8,16 53:2,6,8 60:8,20,25 61:10,23 62:4,8,12,22 63:6 63:13 64:2,14 66:16 68:17,22 69:18 70:5 70:11,24 72:20,22 73:5 74:14,20 76:4 76:6 77:17 80:22 81:24 85:18 88:25 89:19 91:9 92:11,25 93:12,22,25 96:16</p>
---	---	--	--	--



96:17 98:15,25 103:5,11,12,15 109:17 110:12 112:22 126:24 129:4 139:9,15 142:16 145:13 146:14,14,19 147:25 148:12 152:25 153:22 156:18,23 159:11 164:21 166:2 169:20 171:13,16 174:12 175:10,18 176:2 177:14,15,22 177:23 178:4,9 179:9 180:3,4 182:2 182:3,6 183:5,24 184:3,13,15 186:12 186:24 190:14 191:19 199:8,24 200:2,9,13 202:14 203:9,24 212:5 213:11 217:19 223:13,14 228:10 229:16,17 230:17 231:15 232:17,18 232:22 234:12,14 235:11 237:20,22 237:23 240:6 <b>ESL's (18)</b> 25:5 27:9 51:4 60:13 61:15 69:22 70:7 75:14 93:8 94:9 97:23 185:6 195:7 195:15 199:20 207:6 220:23 232:10 <b>ESQ (14)</b> 3:8,9,10,11,12 4:9,10 4:22 5:6,16,17 6:8,9 6:10 <b>essentially (2)</b> 169:4 175:11 <b>estate (55)</b> 44:4,16,17,21,22 54:9 68:9,14,16,22,25 69:24 70:6,13,16,19 71:4,7,14,15 110:2 110:10,13,18,22 111:16 113:6,24 115:3,15,20,24 116:17 117:25 119:11 121:17,19 122:15 124:8 158:3 187:18 190:12 194:6 199:4,10	200:4 202:2,5 204:2 204:11,12,17 220:16 223:5 229:18 <b>estimate (7)</b> 108:7 114:5 167:24 201:19 203:4 227:9 227:11 <b>estimates (1)</b> 158:18 <b>estimation (1)</b> 201:25 <b>et (3)</b> 1:4 4:6,19 <b>eTailors (1)</b> 170:12 <b>evaluating (1)</b> 16:4 <b>evening (1)</b> 37:23 <b>event (1)</b> 237:19 <b>everybody (2)</b> 86:4 153:20 <b>evolution (1)</b> 140:13 <b>evolved (4)</b> 87:6 91:18,20 97:23 <b>evolving (1)</b> 88:13 <b>exact (5)</b> 113:3 155:15 180:12 211:22 238:4 <b>exactly (11)</b> 17:8 48:16,18 107:3 107:21 124:21 147:23 155:22 191:14 197:10 235:21 <b>examination (4)</b> 7:7 9:12 79:9 241:16 <b>examined (2)</b> 7:5 79:7 <b>example (15)</b> 54:13 99:5,23 105:25 106:6 112:3 117:5 138:14 140:15 143:12 149:14 160:13,20 174:13 189:23 <b>examples (2)</b> 100:7 137:24 <b>exceed (4)</b> 199:14 200:21 201:11 202:24 <b>exceeded (1)</b>	197:20 <b>exceeding (1)</b> 202:9 <b>Excellent (1)</b> 77:25 <b>exchange (1)</b> 209:15 <b>excited (1)</b> 165:3 <b>excluding (1)</b> 57:17 <b>excuse (1)</b> 13:4 <b>execute (3)</b> 93:13 165:24 166:4 <b>executed (1)</b> 147:23 <b>executive (3)</b> 83:9 103:17 129:25 <b>executives (3)</b> 129:18 130:9 189:21 <b>exercise (1)</b> 48:7 <b>exhibit (74)</b> 8:10,15 11:7 26:3,7 26:13 55:2,6,12,13 56:7 68:10 82:7,8 82:12,18 86:17,20 86:25 87:12 89:18 89:20,23 91:9 92:4 92:17 98:9 100:14 100:18 101:15,18 101:19 102:25 103:2,5,8,11,13 131:9,11,13 146:4 151:9 154:13 164:6 164:8 169:7 176:6 180:16 182:4 185:25 196:3 200:18 202:7 205:6 211:6 214:13 224:5 225:7,7 229:7 230:24 232:6,9 240:5,8,13,16,21,24 241:2,5,6,8 <b>EXHIBITS (1)</b> 241:11 <b>exist (3)</b> 139:5,8 159:5 <b>existence (1)</b> 177:24 <b>existing (6)</b> 100:3 113:6 118:18 148:10 186:14 221:17 <b>exists (3)</b>	141:16 159:13 174:7 <b>exit (2)</b> 189:13,16 <b>expand (1)</b> 236:14 <b>expanding (1)</b> 132:22 <b>expect (4)</b> 18:13 131:3 185:18 225:12 <b>expectation (2)</b> 21:25 153:4 <b>expectations (3)</b> 142:11,14 144:11 <b>expected (5)</b> 151:11 164:17 201:7 201:20 228:15 <b>expects (1)</b> 153:23 <b>expense (2)</b> 111:25 151:17 <b>expenses (5)</b> 96:3 111:24 149:25 150:4 193:18 <b>experience (6)</b> 14:21 15:2 75:5 140:17 155:11 156:10 <b>expert (6)</b> 15:7,9,15,19,20,21 <b>experts (1)</b> 165:22 <b>expired (1)</b> 218:8 <b>explain (7)</b> 13:13 18:9 124:22 131:24 162:3 171:11 172:15 <b>explanation (1)</b> 198:8 <b>explicit (2)</b> 35:24 75:16 <b>explicitly (2)</b> 98:25 121:18 <b>extend (3)</b> 153:8,13,20 <b>extended (2)</b> 227:19 228:6 <b>extent (12)</b> 13:22 33:21 88:6 112:17 208:12 209:16 217:13 218:7 220:12 223:3 234:21 236:20 <b>externalize (1)</b> 165:11	<b>extremely (3)</b> 46:11 94:5 112:6 <hr/> <b>F</b> <hr/> <b>F (1)</b> 79:2 <b>face (2)</b> 45:6 219:12 <b>facilities (6)</b> 60:9 113:16 158:22 168:19,20 231:20 <b>facility (31)</b> 57:3 58:10 59:25 60:5 60:8,14 61:9,14 62:15,17,19 63:12 64:6,25 66:17,23,25 67:7 72:10 91:17 187:12,16,23 189:20 192:11,19 193:4,5 195:18 219:17,19 <b>fact (11)</b> 17:21 45:13 46:19 113:25 118:5 128:18 135:4 147:9 154:8 222:24 236:18 <b>factored (1)</b> 173:17 <b>factors (2)</b> 110:2 119:18 <b>facts (1)</b> 243:6 <b>FAIL (1)</b> 4:22 <b>fair (26)</b> 15:6 16:2 22:24 23:13 23:15,17 27:11 42:11,17 45:17 82:5 84:8 85:22 87:11 93:5,15 97:21 116:3 117:3 128:15 185:6 195:7 200:10 209:12 214:17 216:15 <b>fairly (2)</b> 48:15 104:21 <b>fall (4)</b> 34:21 35:7 138:21 144:15 <b>familiar (5)</b> 84:4,7 87:10 146:9,12 <b>family (2)</b> 21:11 143:22 <b>far (20)</b> 10:19 13:6 27:12
--	---	--	---	---

38:12 96:18 108:19 128:9 129:20 134:25 137:2 147:23 149:10 158:6 160:21 161:16 174:8 193:13 198:7 200:11 227:9 <b>fashion (1)</b> 110:25 <b>feather (1)</b> 132:16 <b>February (18)</b> 104:14,19 106:15 107:2,13,16 128:12 128:18 222:2 224:19 225:23 226:8,11 227:2,3,5 227:6,20 <b>feel (5)</b> 98:12 103:24 107:7 114:10 136:3 <b>feels (1)</b> 30:21 <b>feet (3)</b> 157:16,20,21 <b>Feld (2)</b> 2:10 3:3 <b>felt (4)</b> 33:7 34:24 170:2 210:23 <b>Ferri (1)</b> 127:16 <b>Fifth (1)</b> 4:20 <b>figure (4)</b> 152:2 156:14,17 178:24 <b>figures (1)</b> 182:7 <b>filed (4)</b> 55:4,8,18 240:15 <b>filing (4)</b> 103:22 106:11 133:18 134:21 <b>fill (2)</b> 130:2,19 <b>FILO (19)</b> 59:25 60:4,8 62:14,17 62:20,21 63:12 64:12,25 66:17,22 66:25 67:6 68:2 187:21 188:2,8,20 <b>final (6)</b> 44:9,12 47:23 93:7 183:10 204:14	<b>finalized (2)</b> 90:9 91:10 <b>finally (1)</b> 36:9 <b>finance (1)</b> 28:25 <b>financial (5)</b> 19:23,24 88:21 185:7 189:21 <b>financials (1)</b> 172:11 <b>financing (8)</b> 43:4 62:8,11 70:8 85:21 189:13,16 191:24 <b>find (6)</b> 19:11 50:13 178:5,8 205:10 224:8 <b>finds (1)</b> 151:7 <b>finish (1)</b> 112:4 <b>firm (2)</b> 127:19 130:18 <b>firms (1)</b> 129:8 <b>first (41)</b> 7:3 8:21 12:10 23:24 24:13 31:12 34:6 36:13 38:20 40:24 41:9,13,18 42:9,10 42:22 43:5,12,20 44:5 53:19 99:8 100:7 103:18 106:20 108:4 110:9 119:19 120:23 123:14 131:24 154:20 173:15 177:23 182:6 185:3 205:12 211:10 222:17,24 224:14 <b>fiscal (6)</b> 151:16 177:2,11 181:2,9,23 <b>fit (1)</b> 156:17 <b>five (7)</b> 71:23 125:2,12,14 130:4 143:19 210:22 <b>five-year (2)</b> 125:8,9 <b>flip (2)</b> 151:10 169:7 <b>flipping (1)</b> 83:21	<b>FLOM (1)</b> 5:2 <b>Florida (1)</b> 115:10 <b>flow (5)</b> 112:19 121:19 132:5 149:18 166:23 <b>focus (4)</b> 112:11 136:23 196:10 237:3 <b>focused (2)</b> 137:10 237:4 <b>follow (1)</b> 217:7 <b>following (2)</b> 32:15 215:5 <b>follows (3)</b> 7:6 79:8 104:23 <b>font (1)</b> 178:12 <b>foot (3)</b> 118:19,23 183:4 <b>footnote (9)</b> 123:12 151:20,21 177:16,17 178:9,16 179:3,5 <b>footnotes (1)</b> 178:12 <b>footprint (23)</b> 49:23 50:4,9 51:6,10 99:8,13 109:19 110:7 111:2,13 112:21 118:16 121:11 124:9 154:14,21 156:20 156:25 157:18 167:20,21 183:7 <b>force (1)</b> 147:11 <b>forecast (25)</b> 16:16 104:3,5 105:20 121:14 159:18 164:22 166:11,12 166:16 167:12 168:11 171:3 175:12 181:23 221:21,25 222:4,11 222:12 225:18,21 225:24 226:8,9 <b>forecasted (1)</b> 172:10 <b>forecasting (4)</b> 148:13 153:22 175:19 183:20 <b>forecasts (9)</b> 117:25 149:6 153:2	171:12,13 181:8 194:20 219:11,12 <b>forget (2)</b> 126:17 179:13 <b>forgot (1)</b> 194:9 <b>form (11)</b> 19:13 47:24 82:18 83:15 93:7 151:3 186:18 188:2,6,8 196:5 <b>forma (2)</b> 69:7 192:4 <b>formal (3)</b> 52:4 92:23 131:3 <b>formally (1)</b> 93:3 <b>format (3)</b> 119:5,15 154:16 <b>formation (1)</b> 18:24 <b>formed (3)</b> 29:9 40:10 136:14 <b>forms (1)</b> 80:7 <b>forth (14)</b> 76:2 102:23 138:14 139:3,12,20 169:13 196:11 208:11 210:13,20,21 231:6 242:10 <b>forward (3)</b> 142:18 145:12 149:23 <b>found (2)</b> 33:9 152:6 <b>foundation (1)</b> 52:8 <b>four (9)</b> 21:4 33:4 56:15 71:23 84:22 85:14 86:5 155:5 209:23 <b>four-wall (1)</b> 120:3 <b>fourish (1)</b> 105:9 <b>fourth (2)</b> 56:3,6 <b>frame (6)</b> 27:18,21 28:7 85:13 128:16 204:12 <b>franchise (1)</b> 120:10 <b>free (8)</b> 98:12 103:24 132:4 136:4 143:23 144:6 144:9 166:22	<b>Friedheim (1)</b> 52:18 <b>front (3)</b> 47:19 49:9 195:21 <b>FTI (3)</b> 6:18,19,20 <b>FTs (2)</b> 154:3,4 <b>fulfill (1)</b> 218:10 <b>full (5)</b> 107:8 154:5 179:8,9 210:9 <b>fully (2)</b> 221:17 222:15 <b>function (5)</b> 21:20 109:25 110:5 118:7 206:13 <b>fund (7)</b> 136:17 152:16 188:12 194:4 219:23 220:6 221:6 <b>funded (2)</b> 193:3 194:8 <b>funding (1)</b> 152:23 <b>funds (3)</b> 70:4 93:14 150:23 <b>fungible (1)</b> 121:21 <b>Funny (1)</b> 78:3 <b>further (6)</b> 79:7 93:21 101:8 126:16 137:4 242:13 <b>future (3)</b> 153:24 161:9 215:23
<b>G</b>				
<b>G (2)</b> 232:6,9 <b>gaining (2)</b> 33:8,19 <b>game (1)</b> 35:2 <b>GARRETT (1)</b> 4:22 <b>GARRISON (1)</b> 5:12 <b>gate (2)</b> 166:7 167:22 <b>gears (2)</b> 184:25 223:9 <b>GEER (1)</b> 6:21				

<p><b>GENENDER (1)</b> 4:9</p> <p><b>general (3)</b> 48:6,8 152:7</p> <p><b>generalists (1)</b> 127:22</p> <p><b>generally (8)</b> 49:25 94:24 98:2 116:8 132:17 146:13,19 150:11</p> <p><b>generate (6)</b> 107:11 112:18 119:17 120:2,6 123:6</p> <p><b>generated (4)</b> 43:3 108:2 114:17 198:18</p> <p><b>generates (3)</b> 118:8,12 152:14</p> <p><b>generating (4)</b> 117:17 120:11 124:7 157:22</p> <p><b>getting (4)</b> 65:25 169:9,20 232:3</p> <p><b>gift (1)</b> 190:25</p> <p><b>GILLER (1)</b> 5:16</p> <p><b>give (10)</b> 79:18 100:5 116:21 193:12 204:6 211:15 216:7,9 231:11 233:21</p> <p><b>given (16)</b> 13:10 34:23 55:20 88:25 105:2,5,13,17 107:7 128:16 144:3 144:15 154:2 231:15,25 242:12</p> <p><b>gives (2)</b> 179:7 228:21</p> <p><b>giving (1)</b> 212:15</p> <p><b>GLINCHENKO (1)</b> 6:10</p> <p><b>global (1)</b> 230:14</p> <p><b>go (54)</b> 10:15 60:11 78:9 102:20 121:2,5,20 121:25 123:15 126:13,15 135:20 143:21 147:22 148:23 151:8 154:9 164:6 168:6,24 169:10 170:2 171:2 172:6,22 176:22</p>	<p>177:14 178:25 179:22 180:14,15 180:24 181:13 182:2,4,5 184:3 186:3 193:25 195:22 205:12,18 205:24 206:15 211:6 214:18 224:3 224:5,14 227:24 229:6 233:6 237:17 239:6</p> <p><b>go-forward (15)</b> 49:22 80:25 81:4 83:5 83:12,18,25 84:11 84:12 93:9,18 94:2 94:6 97:23 112:20</p> <p><b>go-get (3)</b> 95:25 96:11 98:6</p> <p><b>go-gets (7)</b> 95:4,16 96:19,25 97:10,16,18</p> <p><b>goes (11)</b> 41:4 106:3,13 121:2 125:2 177:19 215:6 217:3 222:2,18 227:20</p> <p><b>going (54)</b> 7:18 8:2 17:19 20:12 27:9 29:22 35:14 44:24,25 45:4,22 48:21 50:9,15 53:14 78:4 88:24 102:21 102:23 111:9,13 113:17 117:5 118:24 119:2 124:5 125:8 126:17 142:18 145:12 147:11 149:23 150:9 168:12 170:21 171:24 175:24 176:15 178:23 179:24 181:19,21 182:14 183:20 188:17 192:9 194:9 209:13 213:9 219:15 222:7 222:25 223:4 226:4</p> <p><b>going-concern (1)</b> 85:21</p> <p><b>good (6)</b> 7:8 47:9 58:19 227:9 227:11 229:6</p> <p><b>goods (2)</b> 143:23 170:13</p> <p><b>Google (3)</b> 150:20 151:6 152:10</p>	<p><b>Googles (2)</b> 152:4,5</p> <p><b>Gotshal (5)</b> 4:3,16 28:3,4 32:23</p> <p><b>Gotshal's (2)</b> 31:16 32:16</p> <p><b>gotten (1)</b> 144:21</p> <p><b>GOTTLIEB (1)</b> 6:3</p> <p><b>governance (1)</b> 13:10</p> <p><b>granular (1)</b> 48:15</p> <p><b>great (17)</b> 63:2,4,5,11,15,17,21 64:7,11,23 65:16 67:8,13 68:2 126:11 152:6 192:7</p> <p><b>greater (1)</b> 221:19</p> <p><b>Greg (1)</b> 108:17</p> <p><b>grew (1)</b> 201:16</p> <p><b>gross (6)</b> 172:13 173:25 174:3 174:16,19 175:5</p> <p><b>growth (15)</b> 57:13,14 58:5 59:2,6 59:11,19 60:7,12 61:8 62:19 157:9,12 192:11,18</p> <p><b>group (1)</b> 125:6</p> <p><b>grow (1)</b> 125:12</p> <p><b>grows (1)</b> 169:15</p> <p><b>growth (7)</b> 99:18,22 103:20 104:5,10 105:16 125:13</p> <p><b>guess (6)</b> 117:4 135:17 180:9 183:9 191:16 238:14</p> <p><b>guidance (3)</b> 19:7 23:10 102:8</p> <p><b>Gump (3)</b> 2:9 3:3 7:10</p> <p><b>guys (3)</b> 182:14 206:21 223:22</p> <hr/> <p><b>H</b></p> <hr/> <p><b>H (1)</b></p>	<p>240:3</p> <p><b>half (5)</b> 21:6 28:21 167:17 194:4,7</p> <p><b>halfway (2)</b> 169:11 176:21</p> <p><b>hallway (1)</b> 33:6</p> <p><b>HAMILTON (1)</b> 6:3</p> <p><b>hand (13)</b> 8:9 23:5 40:5,9,12 44:7 62:12,13 85:8 142:6 166:20 181:15 242:18</p> <p><b>handful (2)</b> 127:6 168:18</p> <p><b>handled (4)</b> 230:4,25 237:8 238:12</p> <p><b>handwrote (3)</b> 161:19 162:2,19</p> <p><b>handy (1)</b> 102:22</p> <p><b>happen (3)</b> 70:2 107:22 170:16</p> <p><b>happened (2)</b> 206:8 213:4</p> <p><b>happening (1)</b> 166:6</p> <p><b>happens (6)</b> 64:22 67:13 174:15 199:12 227:5 237:21</p> <p><b>happy (2)</b> 7:24 195:20</p> <p><b>hard (4)</b> 30:23 166:19 188:22 224:15</p> <p><b>HART (1)</b> 6:19</p> <p><b>Hauer (2)</b> 2:10 3:3</p> <p><b>Hawaii (2)</b> 155:6 157:10</p> <p><b>head (9)</b> 68:19 70:22 71:9,11 115:14 124:11 141:24 144:24 227:17</p> <p><b>headcount (4)</b> 125:20 126:3 152:25 153:23</p> <p><b>heading (5)</b> 9:11 106:10 154:13 192:16 193:2</p>	<p><b>healthy (1)</b> 105:16</p> <p><b>hear (1)</b> 40:8</p> <p><b>heard (3)</b> 39:9 96:12 147:15</p> <p><b>hearing (3)</b> 33:15 35:22 40:4</p> <p><b>hearsay (1)</b> 40:13</p> <p><b>held (10)</b> 2:9 12:6,13,20 13:4,5 59:23 67:17 68:17 133:23</p> <p><b>help (3)</b> 179:4 185:23 192:9</p> <p><b>helpful (4)</b> 31:2 94:5 195:22 233:2</p> <p><b>hereunto (1)</b> 242:17</p> <p><b>high (2)</b> 34:25 43:25</p> <p><b>higher (2)</b> 99:20 118:17</p> <p><b>highest (5)</b> 30:15 32:14 36:4,8 47:25</p> <p><b>highlighted (1)</b> 137:22</p> <p><b>highly (238)</b> 1:9 7:1 8:1 9:1 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1 51:1 52:1 53:1 54:1 55:1 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 77:1 78:1 79:1 80:1 81:1 82:1 83:1 84:1 85:1 86:1 87:1 88:1 89:1 90:1 91:1 92:1 93:1 94:1 95:1 96:1 97:1 98:1 99:1 100:1 101:1 102:1 103:1 104:1</p>
--	--	--	--	---

105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1,18 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1 175:1 176:1 177:1 178:1 179:1 180:1 181:1 182:1 183:1 184:1 185:1 186:1 187:1 188:1 189:1 190:1 191:1 192:1 193:1 194:1 195:1 196:1 197:1 198:1 199:1 200:1 201:1 202:1 203:1 204:1 205:1 206:1 207:1 208:1 209:1 210:1 211:1 212:1 213:1 214:1 215:1 216:1 217:1 218:1 219:1 220:1 221:1 222:1 223:1 224:1 225:1 226:1 227:1 228:1 229:1 230:1 231:1 232:1 233:1 234:1 235:1 236:1 237:1 238:1 239:1 240:1 241:1 242:1 <b>hindsight (1)</b> 45:23 <b>hire (3)</b> 129:7,18 130:9 <b>hired (1)</b> 165:14 <b>hires (1)</b> 175:22 <b>hiring (1)</b>	126:25 <b>historical (2)</b> 114:8 142:20 <b>historically (6)</b> 13:20 95:17 96:22,23 142:10 150:13 <b>hit (3)</b> 220:20,21 227:21 <b>Hoffman (8)</b> 84:23 85:15 147:2,13 147:16,18 173:17 184:22 <b>hold (9)</b> 11:22 61:12 62:22 64:8 72:18,20 74:4 133:22 218:3 <b>Holdco (25)</b> 8:25 9:3,18 10:4,22 20:11,18,20,22 21:15,16 22:3,13 23:5 26:4,8 27:2 34:3 36:17 41:4 43:7 185:10,15,19 240:10 <b>Holdco's (1)</b> 42:15 <b>holder (2)</b> 73:2 192:17 <b>holders (7)</b> 60:19 61:21 62:20 68:21 188:9 217:22 218:8 <b>holding (3)</b> 61:25 70:12 112:14 <b>holdings (8)</b> 1:4 4:5,18 9:8 74:11 146:3,4 241:6 <b>holds (4)</b> 60:25 61:23 73:24 133:24 <b>holidays (1)</b> 173:4 <b>holistically (2)</b> 80:6,10 <b>home (10)</b> 130:16 148:18 156:3 156:13 162:8 165:13 170:6 179:8 179:10 180:20 <b>homes (1)</b> 170:13 <b>honestly (1)</b> 130:5 <b>hope (2)</b> 128:23,24 <b>hopefully (2)</b>	31:2 229:6 <b>hopes (1)</b> 112:23 <b>hoping (1)</b> 151:6 <b>Houlihan (2)</b> 6:21,22 <b>hour (2)</b> 44:9 210:25 <b>hourly (1)</b> 154:6 <b>hours (1)</b> 36:3 <b>household (1)</b> 143:23 <b>hundred (14)</b> 22:5 43:24 99:13 107:9 111:5 112:8 113:2,10 117:7 118:11,14 120:4 150:24 152:18 <b>hundred-plus (1)</b> 118:18 <b>hundreds (6)</b> 34:2 160:17 191:21 191:22 209:8 230:10 <hr/> <b>I</b> <hr/> <b>idea (1)</b> 236:6 <b>identification (10)</b> 8:17 26:11 55:9 82:16 86:23 89:22 100:16 101:16 146:6 205:8 <b>identified (3)</b> 9:22 10:6 98:5 <b>identify (5)</b> 31:3 58:4 98:14,19 130:7 <b>identifying (1)</b> 129:17 <b>ii (2)</b> 59:22,23 <b>iii (1)</b> 70:14 <b>illustrates (1)</b> 104:10 <b>ILYA (1)</b> 6:10 <b>immaterial (1)</b> 23:22 <b>immediately (1)</b> 106:13 <b>impact (13)</b> 112:20 117:15 122:13	126:3 135:6 141:2 151:25 166:16 173:12,13,14,21 175:5 <b>impediment (1)</b> 144:17 <b>implicitly (1)</b> 98:24 <b>important (4)</b> 45:8 112:6 219:17 236:12 <b>importantly (1)</b> 132:4 <b>improve (1)</b> 142:19 <b>improvement (3)</b> 171:10,12 228:14 <b>improvements (2)</b> 173:25 174:4 <b>inaccurate (1)</b> 56:19 <b>incentive (2)</b> 52:24 136:16 <b>include (7)</b> 8:24 29:23 49:22 96:19,25 115:25 232:17 <b>included (4)</b> 18:19 97:11 151:23 169:20 <b>includes (2)</b> 53:5 196:18 <b>including (4)</b> 9:17 80:2 95:3 162:5 <b>income (1)</b> 96:4 <b>inconsistency (1)</b> 124:2 <b>incorrect (1)</b> 46:2 <b>increase (1)</b> 96:3 <b>increased (1)</b> 198:9 <b>increases (1)</b> 169:14 <b>incremental (1)</b> 169:23 <b>indebtedness (2)</b> 221:12,17 <b>independent (1)</b> 199:9 <b>indicate (1)</b> 141:13 <b>indicated (1)</b> 24:13	<b>indifferent (1)</b> 163:15 <b>individual (1)</b> 93:12 <b>individually (2)</b> 120:7 138:24 <b>industries (1)</b> 15:18 <b>industry (1)</b> 15:21 <b>inexpensive (1)</b> 129:9 <b>information (7)</b> 14:13 40:14 108:9 113:22 116:25 139:5 159:11 <b>informed (2)</b> 51:17 135:17 <b>initial (3)</b> 16:18 132:3 198:18 <b>initially (3)</b> 50:10 91:16 198:15 <b>initiative (6)</b> 96:8,13 136:22,22 175:3,6 <b>initiatives (15)</b> 137:22 138:3,13 139:2,12,13,19,20 139:25,25 142:12 151:23 159:24 173:9,12 <b>innovation (2)</b> 160:10,24 <b>Innovel (11)</b> 130:16 131:23 132:12 134:9 156:7 162:10 168:5 169:10,14 170:24 183:7 <b>Innovell (2)</b> 54:14,17 <b>insights (2)</b> 137:24 140:16 <b>install (1)</b> 132:11 <b>instance (1)</b> 31:12 <b>institutional (1)</b> 188:9 <b>integrated (1)</b> 28:20 <b>integration (1)</b> 153:17 <b>intellectual (4)</b> 59:20 60:12 192:18 211:18 <b>intend (4)</b>
---	---	--	---	--

<p>64:11 69:14 72:17 212:21 <b>intended (2)</b> 206:12 212:7 <b>intends (7)</b> 53:25 69:12,17 70:5 72:15 73:11 159:18 <b>intent (3)</b> 25:6 27:9 220:23 <b>intention (2)</b> 130:22 198:25 <b>intentions (3)</b> 235:25 236:7,8 <b>interact (1)</b> 28:8 <b>interacted (1)</b> 27:24 <b>interacting (1)</b> 18:4 <b>interactions (2)</b> 29:20 30:4 <b>interest (9)</b> 22:19 24:14 52:12 55:19 62:7 128:2 129:10 164:25 165:22 <b>interested (6)</b> 50:4,10,15 64:16 214:6 242:16 <b>interests (3)</b> 49:13 150:9 210:5 <b>internally (1)</b> 53:19 <b>interpretation (2)</b> 206:7 232:14 <b>interview (5)</b> 94:18,25 95:9,13,14 <b>interviewed (1)</b> 127:8 <b>intimately (2)</b> 76:12,15 <b>Intralinks (6)</b> 84:13 89:2 90:14,23 91:5,7 <b>inure (2)</b> 162:15,16 <b>inures (1)</b> 136:19 <b>inventory (24)</b> 54:6,7 67:2,5,17,23 68:5 74:17,22 75:4 75:6,21 135:13 201:7 208:19 218:22 219:8,14,20 219:20,25 220:20 221:3 236:20</p>	<p><b>invest (4)</b> 144:18 160:23 161:7 168:24 <b>investigation (1)</b> 94:20 <b>investing (1)</b> 136:11 <b>investment (3)</b> 121:23 151:2 184:6 <b>investments (7)</b> 1:10 2:7 6:4 8:12,16 161:4 240:7 <b>invited (1)</b> 13:25 <b>involved (12)</b> 25:15 27:3,5,13 76:12 76:15 133:6 136:24 217:15 230:15 231:2 238:21 <b>involvement (4)</b> 17:17,21 18:3 81:8 <b>IP (14)</b> 57:16 59:4,5,7,11 60:7 61:8 190:19 192:11 211:10,14 211:23 213:21 214:12 <b>IP/ground (1)</b> 57:2 <b>irrelevant (1)</b> 195:5 <b>irrespective (1)</b> 108:3 <b>issue (33)</b> 23:20 33:6,8,11,12,13 33:15,18,22,23 34:17 35:6,10,15,19 35:23 36:25 37:13 37:19 38:12 39:4,10 39:13,17 40:3 74:8 79:13 118:21 135:16,18,19 192:20 237:7 <b>issued (1)</b> 191:2 <b>issues (3)</b> 23:23 198:11 227:16 <b>issuing (1)</b> 187:16 <b>item (15)</b> 51:11 68:10 83:4 131:18 132:3 135:21 148:20 150:7 160:23 176:19 200:20 208:14 217:17</p>	<p>224:18 226:5 <b>items (8)</b> 51:22 132:11 149:21 208:16 210:13 217:4,14 230:24 <b>iv (2)</b> 72:7,8 <b>ix (2)</b> 209:22 210:14</p> <hr/> <p><b>J</b></p> <hr/> <p><b>JAMES (1)</b> 6:8 <b>Jane (1)</b> 115:14 <b>January (14)</b> 1:14 2:4 89:21,25 90:2,8 101:7,9,11 101:15 106:7 240:25 241:5 242:18 <b>JENNIFER (1)</b> 4:10 <b>Jim (3)</b> 77:21 82:6 103:10 <b>job (3)</b> 1:23 127:9 137:2 <b>John (2)</b> 3:10 218:4 <b>joined (2)</b> 85:2 228:9 <b>joint (2)</b> 188:11 219:18 <b>JOSEPH (1)</b> 3:11 <b>JR (1)</b> 3:9 <b>July (2)</b> 227:18,21 <b>June (1)</b> 107:17 <b>junior (18)</b> 34:7 36:14 38:20 40:24 41:14,19 42:12,22 43:8,12 44:6 52:14 114:3 186:16 189:9,14 222:14,25</p> <hr/> <p><b>K</b></p> <hr/> <p><b>K (2)</b> 205:19 206:22 <b>K-A-W-A (1)</b> 192:23 <b>K-Mart (2)</b> 104:23 143:21</p>	<p><b>Kamlani (270)</b> 1:12 2:9 7:1,2,8 8:1 8:13 9:1 10:1 11:1 12:1 13:1 14:1,19 15:1 16:1 17:1 18:1 19:1 20:1 21:1 22:1 23:1 24:1 25:1 26:1 26:12 27:1 28:1 29:1 30:1 31:1 32:1 33:1 34:1 35:1 36:1 37:1 38:1 39:1,3 40:1 41:1 42:1 43:1 44:1 45:1 46:1 47:1 48:1 49:1 50:1,2 51:1 52:1,21 53:1 54:1 55:1,10 56:1 57:1 58:1 59:1 60:1 61:1 62:1 63:1 64:1 65:1 66:1 67:1 68:1 69:1 70:1 71:1 72:1 73:1 74:1 75:1 76:1 76:3 77:1 78:1 79:1 79:5,11 80:1,12 81:1 82:1,17 83:1 84:1 85:1 86:1,24 87:1 88:1,10 89:1,6 89:23 90:1 91:1 92:1 93:1 94:1,12 95:1 96:1 97:1 98:1 98:10 99:1 100:1,17 101:1 102:1,20 103:1 104:1 105:1 106:1 107:1 108:1 109:1 110:1 111:1 112:1 113:1 114:1 114:17 115:1 116:1 117:1 118:1 119:1 120:1 121:1 122:1 123:1 124:1 125:1 126:1,23 127:1 128:1 129:1 130:1 131:1 132:1 133:1 134:1 135:1 136:1 137:1 138:1 139:1 140:1 141:1 142:1 143:1 144:1 145:1 146:1,7 147:1 148:1 149:1 150:1 151:1 152:1 153:1 154:1 155:1 156:1 157:1 158:1 159:1 160:1 161:1 162:1 163:1 164:1 165:1 166:1 167:1 168:1 169:1 170:1 171:1 172:1 173:1 174:1 175:1</p>	<p>175:10 176:1 177:1 178:1 179:1,24 180:1 181:1 182:1 183:1 184:1 185:1 186:1 187:1 188:1 189:1 190:1 191:1 192:1 193:1 194:1 195:1 196:1 197:1 198:1 199:1 200:1 201:1 202:1 203:1 204:1 205:1,9 206:1 207:1,24 208:1 209:1 210:1 211:1 212:1 213:1 214:1 215:1 216:1 217:1 218:1 219:1 220:1 221:1 222:1 223:1 224:1 225:1 226:1 227:1 228:1 229:1 230:1 231:1 232:1 233:1 234:1 235:1 236:1 237:1,19 238:1 239:1,12 240:1 241:1,17 242:1 <b>KANE (2)</b> 3:10 196:3 <b>KAREN (1)</b> 5:17 <b>Kawa (1)</b> 192:23 <b>KCD (10)</b> 134:2 211:10,14,19 211:25 212:8,15 213:7,21 214:11 <b>keep (7)</b> 102:22 150:9 157:18 192:9 220:17 234:15,19 <b>Kenmore (24)</b> 57:17 130:17 134:3 155:18,19 159:16 159:19 160:3,4,10 160:12,18 161:15 161:22 163:4,5,16 164:9,12 165:2,8,12 165:23 167:15 <b>kept (3)</b> 88:12,17 217:6 <b>key (5)</b> 85:20 152:13 173:9 182:7 227:25 <b>kind (2)</b> 166:4 170:5 <b>KING (1)</b> 5:17</p>
---	--	---	--	--

<b>kitchen (7)</b> 155:17,21,23,25 156:3,6,7 <b>knew (1)</b> 35:7 <b>know (134)</b> 7:10 9:4 12:4 13:16 18:16 19:14 20:18 20:25 24:4 33:12,15 33:16,17 35:11,18 40:18 46:21,22 49:16 50:8,20,21,24 53:13 54:5,8 56:19 58:8 59:9,10,13 60:24 61:19,21 62:24 63:17 64:2,7 64:19 65:7,15 66:8 66:8,12 68:18,20 69:22 70:20,23 71:10,12,16,18 73:4 73:21,25 74:5 76:22 76:23 77:10 83:23 90:7 91:8,11 93:2 95:7 97:14 98:6 101:7 102:16 104:12 105:25 106:4 107:8 109:7 111:9 113:3,19 114:24,25 116:5,20 118:23 124:12 127:24 133:5 136:10,23 145:19 147:21,25 157:12 158:9 159:10 160:8 161:16 166:7,24 171:14 172:23 173:19 174:8,13,24 178:22 179:6 180:3 180:11,12 188:4,5 197:21 198:3 199:5 199:6,7,17 200:4 204:16 205:2 206:21 212:13,20 213:3,8,25 230:2,5 232:24 234:18 236:12,15 237:11 238:4 <b>knowing (1)</b> 192:16 <b>knowledge (28)</b> 10:10 13:25 14:3 57:20 58:3 63:10,22 69:3 70:10 73:18 89:12,16 90:4 96:20 110:11 132:20,25 134:7 156:9 165:5	199:11 215:15,17 215:20,21 216:2 231:17 234:5 <b>knowledgeable (2)</b> 10:12,23 <b>known (4)</b> 20:8 21:10 46:4 235:16 <b>Korn (1)</b> 127:16 <b>KUNAL (6)</b> 1:12 2:8 7:2 79:5 239:12 241:17 <b>Kureshi (1)</b> 7:9 <hr/> <b>L</b> <hr/> <b>label (1)</b> 189:12 <b>labeled (14)</b> 80:24 83:5 86:18,21 100:12,14 131:14 146:3,5 164:9 214:22 240:22 241:2,6 <b>Ladley (1)</b> 108:17 <b>Lampert (30)</b> 11:15 19:17,20 23:11 23:19 25:7,9,11 26:6,10,25 28:11 76:20,20,24 77:11 86:11 89:13 92:10 92:14,23 93:10,11 128:9 230:20,25 237:12 238:12,20 240:12 <b>Lampert's (2)</b> 18:23 19:10 <b>land (1)</b> 44:12 <b>landed (2)</b> 211:2 235:23 <b>landing (1)</b> 231:8 <b>landlord (2)</b> 157:11 236:21 <b>landlords (1)</b> 234:17 <b>landscape (1)</b> 229:2 <b>large (3)</b> 92:13 164:24 186:19 <b>largely (9)</b> 109:10 147:20 160:14 163:24 172:25	183:4 190:13 212:12 229:23 <b>larger (4)</b> 122:19 167:21 168:19 198:21 <b>largest (3)</b> 73:2 163:25 225:5 <b>late (1)</b> 27:20 <b>latest (1)</b> 221:25 <b>law (1)</b> 213:2 <b>lawyers (11)</b> 10:18,21 37:22 40:20 185:8 205:2 212:12 213:17 214:16 216:9 230:5 <b>Lazard (9)</b> 26:5,9 28:3,5,18 32:24 50:25 97:25 240:10 <b>LC (1)</b> 189:20 <b>LCs (1)</b> 187:10 <b>lead (7)</b> 23:14 26:23 28:14 188:11 214:25 219:19 229:23 <b>lead-in (1)</b> 215:7 <b>leadership (3)</b> 130:12,14 174:22 <b>leading (3)</b> 23:11 27:6 30:6 <b>leads (1)</b> 169:19 <b>learn (2)</b> 39:2 108:24 <b>learned (1)</b> 32:18 <b>learning (3)</b> 137:23 140:24 141:9 <b>lease (11)</b> 57:3,13 61:8 62:19 110:3,4 157:12 192:11,18 233:8 238:16 <b>leaseback (1)</b> 111:23 <b>leases (22)</b> 57:14 58:6,8,11,13,15 58:17 59:2,6,11,19 60:7,13 233:16,23 234:7,15,20,22	236:4,17 237:3 <b>leasing (1)</b> 111:19 <b>leave (3)</b> 19:8 129:6 160:19 <b>Leaving (1)</b> 67:8 <b>led (4)</b> 136:8 230:19 231:7 235:19 <b>Leena (1)</b> 108:17 <b>left (9)</b> 37:23 50:18 55:25 145:6 160:21 177:8 187:12 189:11 202:5 <b>legal (6)</b> 199:16 212:19,22 213:25 214:2 218:10 <b>lenders (6)</b> 5:3 21:18 22:3,10 189:23 194:14 <b>lesser (2)</b> 197:2,3 <b>let's (67)</b> 8:5 17:14 25:3 30:13 31:11 42:2 53:19 54:25 56:24 59:22 68:8 72:7 78:9 80:19 82:6 86:16 89:17 98:8 100:11 101:13 102:20 113:11 119:21 124:11 126:13 131:7 135:20 136:7 140:15 146:2 153:24 164:6 167:17 168:4 169:7 171:2,3 179:22 180:14,15 181:12 182:2,4,5 184:3,24 186:3,9 187:5 190:7 192:6,12 205:4,9,10 211:5,8,9 214:18 216:3 221:9 223:9 224:3,5 229:5 233:3 237:17 <b>letter (18)</b> 25:22 26:3,7,20,23 27:7,13,15 28:2 30:7 49:8,9,15 50:3 153:7,10 217:25 240:8 <b>level (12)</b>	10:8 114:25 115:10 115:13 119:5 135:6 137:4 145:18 170:18 173:24 206:12 220:19 <b>leverage (1)</b> 131:22 <b>levered (1)</b> 228:12 <b>LEWIS (1)</b> 6:9 <b>LG (5)</b> 160:8,15,15,18 162:3 <b>liabilities (51)</b> 34:3,5,11 36:19 38:24 39:12 41:6 43:23 44:7,15,21 45:9,13 45:20 46:5,8,13,19 47:3,10,18,22 48:10 48:13,16 80:9 190:4 190:8,21 196:6,11 196:17 198:12 199:2,4,10,13 200:12 205:15 209:9,14,18 210:2,9 210:12 217:21,22 218:15 222:10,23 223:6 <b>liability (9)</b> 41:9 47:20 48:3 190:22,25 202:4 217:18 218:3,5 <b>Liberty (1)</b> 6:6 <b>lie (1)</b> 121:23 <b>lien (30)</b> 21:17,23 22:3,9,20 34:6 36:13 38:20 40:24 41:13,18 42:9 42:10,22 43:5,12,20 43:21 44:5 54:7 72:8,9,10,16,25 73:12 74:15,23 222:17,25 <b>lienholder (1)</b> 22:18 <b>lienholders (2)</b> 20:24 21:13 <b>lifecycle (1)</b> 162:12 <b>light (1)</b> 213:18 <b>LIMAN (1)</b> 6:9 <b>limited (1)</b>
---	--	--	--	---

236:11 <b>limits (1)</b> 55:20 <b>line (21)</b> 72:9 104:17 123:19 128:7 148:20 150:6 166:12 176:19 177:19 189:12 224:18 226:5 241:20 243:8,10,12 243:14,16,18,20,22 <b>lines (1)</b> 188:24 <b>linked (2)</b> 143:15,25 <b>liquidity (24)</b> 100:13,15,19 102:5 102:14,25 103:13 104:3 112:19 121:13 122:23 123:11 145:7 164:7 166:11 167:3 169:8 171:2 176:10 185:21 224:6 225:17 229:5 241:3 <b>list (2)</b> 110:12 215:6 <b>listed (2)</b> 10:14 227:8 <b>lit (10)</b> 115:9,25 117:15,23 118:4 119:13,25 122:10 125:21 158:4 <b>literally (3)</b> 132:13 142:6 155:21 <b>little (6)</b> 102:23 122:16 169:10 170:2 179:25 211:5 <b>live (1)</b> 143:16 <b>lives (2)</b> 142:25 143:11 <b>living (3)</b> 121:21 160:25 161:12 <b>LLC (2)</b> 20:11 185:11 <b>LLP (1)</b> 2:10 <b>loan (20)</b> 57:3,15 59:3 61:8 68:9,14,17,22 69:24 70:6,13,17 71:8,15 72:9 187:21 188:2,8 188:20 194:6 <b>loans (1)</b>	113:6 <b>locations (4)</b> 111:20 117:23 124:20 155:5 <b>lock (1)</b> 229:24 <b>lockdown (1)</b> 91:17 <b>logical (2)</b> 165:21 167:19 <b>logistics (4)</b> 132:8 156:6 162:11 181:17 <b>Lokey (2)</b> 6:21,22 <b>long (5)</b> 30:22 86:5 122:18 210:23 211:3 <b>long-term (1)</b> 187:19 <b>longer (2)</b> 28:22 97:4 <b>look (49)</b> 9:21 54:11 55:10 56:11,24 80:5,10 83:2 87:3 98:12 103:25 104:7 123:23 125:6 130:14 136:4,7 137:21 148:16,24 151:15 155:23 158:10 160:21 164:8 171:3 172:13 172:15 176:19 177:2,10,16 185:22 185:24 187:8 200:2 200:7,17 203:12 207:2 209:21 211:8 216:3 217:10 224:15 225:17,20 227:16 233:21 <b>looked (2)</b> 55:13 141:12 <b>looking (22)</b> 47:11 56:10 90:7 107:24 109:18 116:15 130:9 131:17 138:19 150:12 161:14 178:5 179:2 182:17 187:12 206:7 211:17 213:12 216:14 227:2 232:14 234:23 <b>looks (6)</b> 87:9 146:9 151:16	155:17 166:21,23 <b>loop (1)</b> 100:23 <b>lost (2)</b> 117:23 119:13 <b>lot (9)</b> 25:14 84:3 101:23 149:20 152:22 170:15 204:24 210:21 215:7 <b>lots (2)</b> 23:22 125:25 <b>Lowe's (2)</b> 156:12 165:3 <b>lower (4)</b> 46:3 198:2,4 201:15 <b>lucrative (1)</b> 154:10 <b>lunch (2)</b> 78:5,7 <hr/> <b>M</b> <hr/> <b>machine (1)</b> 137:23 <b>magazine (1)</b> 144:8 <b>magazines (2)</b> 144:6,7 <b>magnitude (2)</b> 69:5 116:10 <b>mainframe (1)</b> 141:6 <b>major (5)</b> 130:15 144:21 160:5 173:4 194:8 <b>majority (4)</b> 20:19 73:9 186:19 191:11 <b>making (6)</b> 51:8 52:13 137:11 174:17 177:8 209:11 <b>management (16)</b> 16:14 17:18 18:5,8,15 19:7,8 96:4 98:3 100:4,4 137:12 141:22 148:9,10 175:15 <b>MANGES (2)</b> 4:3,16 <b>manner (1)</b> 209:19 <b>manufacture (1)</b> 160:11 <b>manufactured (1)</b> 33:12	<b>manufacturing (1)</b> 160:17 <b>March (5)</b> 16:23 17:4,22 107:2 165:9 <b>margin (14)</b> 135:5 145:21 163:20 163:25 171:9,12 172:13,14,18 173:25 174:3,16,20 175:6 <b>margins (2)</b> 173:7,14 <b>mark (15)</b> 1:22 2:11 7:4 26:2 54:25 82:6,8 86:16 89:17 100:11 101:13 146:2 205:4 242:5,21 <b>marked (16)</b> 8:10,17 26:10 55:8 82:15,17 86:22,24 89:22 92:17 100:16 101:16 146:5 205:7 228:13 241:11 <b>market (8)</b> 114:21,24 122:9 156:10 157:8,19,24 236:4 <b>marketing (14)</b> 140:18 149:25 150:4 150:14,19 151:4,15 151:17,22,23,24 152:3,17 161:22 <b>marketplace (2)</b> 132:17 155:13 <b>marquis (1)</b> 144:21 <b>marriage (1)</b> 242:15 <b>MARSHALL (1)</b> 6:20 <b>MasterCard (1)</b> 136:15 <b>material (11)</b> 23:20 55:2,7,16 90:6 100:24 163:23 195:24 211:7 229:8 240:13 <b>Materials (3)</b> 82:10,14 240:19 <b>math (1)</b> 222:3 <b>matter (3)</b> 22:10 234:4 242:16 <b>matters (1)</b>	10:5 <b>maturity (1)</b> 187:20 <b>MEAGHER (1)</b> 5:2 <b>mean (14)</b> 12:15 13:13 19:25 20:2 41:2,13 72:5 91:8 95:24 103:5 154:23 178:14 191:23 204:22 <b>Meaning (1)</b> 163:19 <b>means (5)</b> 15:11 41:5 43:22 223:4 233:13 <b>measuring (1)</b> 156:16 <b>mechanic (1)</b> 209:13 <b>mechanics (5)</b> 42:19 61:19 63:15 205:3 238:5 <b>mechanism (2)</b> 42:13 210:10 <b>meeting (8)</b> 13:15,18,18 83:3 85:2 85:8,9 108:11 <b>meetings (7)</b> 13:6,23 14:2 85:17,23 86:3,12 <b>Meghji (1)</b> 50:22 <b>member (20)</b> 14:14 16:4 17:12,16 17:23 19:21 20:9 21:9,10 31:3 81:7 81:12,17,21,23 88:11,16 89:7 94:13 143:8 <b>members (18)</b> 28:9,24 29:20 30:5,20 31:4 32:22,24,24,25 37:21 84:25 127:8 129:5 140:16 142:23,24,25 <b>memory (3)</b> 31:13 48:18 58:18 <b>Mensa (1)</b> 217:6 <b>mentioned (7)</b> 28:18 38:13 65:23 79:11 121:8 193:21 238:10 <b>met (2)</b> 86:2 144:10
---	--	---	---	---

<p><b>Miami (1)</b> 13:15 <b>MICHAEL (1)</b> 6:17 <b>middle (7)</b> 83:17 143:22 182:8 183:8,11 216:25 224:16 <b>midmorning (1)</b> 32:18 <b>MIII (7)</b> 28:6,19,20,24 97:25 98:3 222:11 <b>Milbank (1)</b> 52:19 <b>mile (4)</b> 182:8 183:8,10,11 <b>million (154)</b> 43:18,24 57:2,12 58:2 58:7,9 59:8,14 60:11 61:3,6 62:17 62:23 64:4,6,9,12 65:19 66:17 67:11 67:11,12,12 68:12 69:9 71:20 72:19,21 99:25 110:21 111:3 111:5,7,11,15 114:14 115:19,23 116:16 117:7,9,24 118:8,9,11,12,14 120:4,22 123:7 124:7,18,24 125:16 137:17 140:20 141:5 145:8 147:17 148:8 151:12,17,22 164:17 165:16 166:16,17,23 167:4 167:6,8,9,12 169:15 169:23,25 170:3,4 171:22 177:3,7,19 178:19 179:12 180:25 181:12,24 182:24 183:6 184:7 184:9 187:11,15,18 187:22,23,25 188:5 188:15,20 189:4,7 189:13,21 190:16 191:4 192:7,8,10,13 192:21 193:3,6,8,15 193:23 194:5,7,15 195:9,11,13 196:18 196:21 197:5,20 198:10 199:14 200:21 201:11 202:9,18,25 203:3 206:16 207:2,17,18</p>	<p>221:20 222:4,14,16 224:20 225:6,21,24 226:9 227:9,13 228:21 231:8 237:22 238:7 <b>million-odd (1)</b> 209:4 <b>millions (6)</b> 34:2 141:14 160:17 191:21 209:8 230:11 <b>mind (3)</b> 128:14 164:21 185:20 <b>mini (1)</b> 168:18 <b>minimize (1)</b> 235:8 <b>minimum (6)</b> 105:14 145:7 219:7 228:19,22,23 <b>minor (2)</b> 52:9 102:2 <b>minority (1)</b> 20:21 <b>minus (7)</b> 22:6,6 103:20 104:6 108:6 119:19,22 <b>minute (6)</b> 9:20 20:11 65:3 101:21 184:3 196:10 <b>minutes (1)</b> 232:5 <b>missing (3)</b> 179:2,5 193:16 <b>misspoke (1)</b> 103:10 <b>misstates (3)</b> 39:7 42:24 140:5 <b>mistaken (1)</b> 123:13 <b>misunderstood (1)</b> 17:24 <b>mix (1)</b> 188:14 <b>Mm-hmm (1)</b> 187:14 <b>Mo (1)</b> 50:22 <b>model (7)</b> 102:6,10 157:23 174:9,13 188:19 225:15 <b>modeled (1)</b> 227:4 <b>modeling (1)</b></p>	<p>94:6 <b>Moelis (9)</b> 84:24 90:18 93:21 102:6,16 108:2 124:5,10 159:13 <b>moment (8)</b> 22:25 67:9 87:2 88:10 123:16 155:2 194:2 225:3 <b>Monarch (1)</b> 172:3 <b>monetize (2)</b> 114:7,11 <b>monetizing (1)</b> 114:9 <b>money (2)</b> 120:16 157:9 <b>month (10)</b> 84:23 106:21 122:24 123:20 143:21 144:8 225:2,23 226:8 227:3 <b>monthly (2)</b> 16:16 224:12 <b>months (10)</b> 107:22 108:4 113:18 113:18 116:7 140:12 141:21 166:7 168:16 235:20 <b>morning (2)</b> 7:8 32:21 <b>morphed (1)</b> 91:13 <b>mortar (1)</b> 103:19 <b>motivations (1)</b> 236:14 <b>move (8)</b> 59:22 72:7 79:21 80:19 171:21,24 214:17 233:3 <b>moving (4)</b> 51:22 62:14 101:24 150:10 <b>multiple (2)</b> 97:24 100:21 <b>Munjal (1)</b> 108:17</p>	<p><b>name (4)</b> 7:9 218:3 243:1,3 <b>names (3)</b> 20:25 127:22 144:23 <b>Nancy (1)</b> 217:18 <b>NATALIE (1)</b> 6:22 <b>national (1)</b> 164:24 <b>nature (5)</b> 14:6,12 18:3 35:23 40:10 <b>necessary (2)</b> 156:24 212:7 <b>need (20)</b> 7:23 25:20 38:4 65:15 65:20 67:23 102:9 104:3 114:21 116:20 140:19,21 141:5 168:12 170:12 177:16 185:23 197:16 219:22 234:16 <b>needed (5)</b> 45:21 66:11 114:18 137:13 219:13 <b>needle (1)</b> 171:24 <b>needs (8)</b> 61:17 69:24 96:5 129:18 192:5,11 210:8 233:24 <b>negative (18)</b> 104:18 105:4,19 106:17 107:11,13 107:16 108:12,21 109:14,16 120:7,11 120:14,15,20 122:6 149:18 <b>negotiating (6)</b> 59:16 75:13 102:8 230:3 233:14 236:2 <b>negotiation (14)</b> 29:4 33:25 34:12 44:10,13 198:19 200:11 202:17 203:21 208:13,15 210:17 211:4 222:8 <b>negotiations (42)</b> 23:8,11,18,24 24:6,7 24:20 27:3,6,14 46:24 47:16 52:3 57:22 75:24 76:5,11 76:13,17 191:6 201:13 203:8 206:9</p>	<p>210:6 212:5 213:4,5 214:11 217:15 219:6 223:13 229:16,25 231:2 232:23 234:4 235:3 235:19 237:8,12 238:11,19 <b>negotiator (2)</b> 23:14 185:5 <b>neighborhood (1)</b> 99:24 <b>net (2)</b> 220:25 238:6 <b>network (7)</b> 122:14,19,20 127:12 131:23 132:9 134:9 <b>never (5)</b> 97:12 168:20 176:11 216:9 220:22 <b>new (46)</b> 1:1,13,13 2:3,3,10,11 2:14 3:7,7 4:21,21 5:5,5,15,15 6:7,7 21:11 93:8 99:7,7 100:4 110:7 118:16 119:5,15 121:10,10 126:25 127:5 128:22,23,24 130:9 130:12 137:5 142:16 145:14 157:9,17 171:13 175:22 242:3,4,8 <b>Newco (48)</b> 34:9 112:8 114:5,20 116:11 117:25 126:25 127:4 128:14 129:16 130:2,8 131:4,6,14 135:7 137:6 138:2 139:15 140:2,2 142:19 153:9,12 159:18 161:11 166:3 168:25 186:18 202:4,14 203:9,12,23,24,25 204:18 210:3,8,19 211:17,22 212:9,15 213:22 214:12 217:20 235:12 <b>Newco's (4)</b> 122:14 189:10 204:7 204:20 <b>newspapers (1)</b> 144:14 <b>night (1)</b> 222:3</p>
--	---	---	--	--



<b>non-credit (1)</b> 80:14 <b>nonconveyable (1)</b> 180:9 <b>nondebtor (1)</b> 212:2 <b>nonpayroll (1)</b> 148:25 <b>normal (1)</b> 135:15 <b>North (1)</b> 193:15 <b>Notary (4)</b> 2:13 7:4 239:19 242:7 <b>note (2)</b> 72:10 112:6 <b>noted:6:20 (1)</b> 239:9 <b>notice (6)</b> 8:11,15 9:14 123:24 124:3 240:5 <b>notion (1)</b> 236:24 <b>November (18)</b> 12:3 27:17,21 80:25 82:2,11,15 83:18 84:21,23 85:16 87:13,24,25 90:25 147:2,10 240:19 <b>November-Decemb...</b> 107:14 <b>novo (1)</b> 118:15 <b>number (67)</b> 48:19 49:14 55:5 56:9 57:13 58:22 67:20 67:22 69:9 83:4,10 99:10,12 106:16 108:13,21 109:2,5,9 109:17 111:12 113:2,3,12 119:4 123:5 124:20 125:17 149:10 150:8 153:25 154:15 156:19 158:14 159:7 166:22 167:5,7 171:21 174:2,6 177:11 179:15 180:13,25 189:6 192:13 193:17 194:9 196:21 197:2 197:4,10 198:9,20 201:15 208:19 216:7 218:4 220:21 220:22 222:5 235:6	235:11,13,17 240:4 <b>numbers (18)</b> 18:10 22:7 45:6 100:2 161:24 165:19 172:16 186:4,12 191:14,16 192:14 194:10 201:23,24 216:10 221:2 223:8 <hr/> <b>O</b> <hr/> <b>O (3)</b> 79:2,2,2 <b>oath (1)</b> 124:16 <b>objection (14)</b> 30:8 39:6 42:23 52:7 82:3 91:3 98:21 140:4 199:15 200:5 203:15 204:22 207:15 212:18 <b>objective (2)</b> 96:7 221:5 <b>obligated (3)</b> 74:2 153:12 204:8 <b>obligation (18)</b> 41:20,24 42:4 65:19 199:20 200:3,3,14 201:25 203:11,14 203:17 204:20 207:6 211:19 214:23 215:2 216:17 <b>obligations (20)</b> 42:21 59:23 72:11,16 72:25 73:8 74:16,24 105:11 145:5 199:25 202:8,13,19 202:23 203:5,12 207:8 218:11 228:19 <b>obviously (1)</b> 117:8 <b>occasion (2)</b> 51:2 95:12 <b>occur (3)</b> 13:18 50:20 61:17 <b>occurred (3)</b> 13:21 24:6 31:14 <b>Och-Ziff (2)</b> 22:18,22 <b>Ochs-Ziff (1)</b> 192:12 <b>October (7)</b> 13:16 27:8,16,20 30:11 106:10 172:19	<b>odd (1)</b> 33:9 <b>OEM (2)</b> 161:7,23 <b>OEMs (2)</b> 160:9,11 <b>offer (3)</b> 30:12,13 77:17 <b>offers (5)</b> 118:7,10 153:8,13,20 <b>offhand (1)</b> 88:8 <b>office (11)</b> 34:16,24 39:23 108:11,14,16 129:5 176:22 179:8,11 180:20 <b>officer (1)</b> 129:8 <b>officers (1)</b> 28:16 <b>offices (6)</b> 2:9 31:16 32:17,23,25 33:3 <b>official (6)</b> 7:11 12:4 82:9,13,20 240:16 <b>okay (67)</b> 7:18 8:3 9:9 10:20 11:2 14:10,12,18,24 15:23 17:25 20:10 22:8 23:21 25:10,18 27:17,22 28:12 30:16 41:14,24 43:15 48:20 49:7 50:23 56:22 62:3,14 63:9 64:2,18 65:5 65:15 66:11,21 82:5 84:8 87:11,19 88:2 88:5 89:12 90:7 96:15 109:12 119:21 126:19 177:7,14 182:21 183:14 184:24 186:2,8,11 187:6,9 192:24 197:8 207:22 217:7 221:4 223:22 227:15 229:5 234:2 <b>old (1)</b> 116:8 <b>once (9)</b> 31:15,18 71:23 115:5 135:13 172:8 213:2 224:10 228:10 <b>ones (2)</b>	134:11 238:23 <b>ongoing (1)</b> 22:23 <b>online (2)</b> 164:16 178:20 <b>open (5)</b> 118:15 119:15 157:6 157:7 235:4 <b>opened (2)</b> 155:5 156:21 <b>operate (1)</b> 209:23 <b>operates (1)</b> 38:22 <b>operating (4)</b> 96:4 149:18 228:14 236:17 <b>operational (1)</b> 18:11 <b>operations (4)</b> 106:20 130:13 180:22 181:9 <b>opex (3)</b> 138:8,10,11 <b>opportunities (3)</b> 18:7 121:23 142:3 <b>opportunity (3)</b> 79:15 110:6 157:15 <b>opposed (7)</b> 27:3 117:10 124:19 125:16 200:13 226:7 237:9 <b>optimization (2)</b> 174:3,5 <b>orange (1)</b> 183:18 <b>oranges (1)</b> 182:19 <b>order (26)</b> 45:16 69:4 85:19 90:19 96:6 102:19 106:19 114:21 116:7,9,21 117:23 129:22 137:13,18 141:6 143:3 155:25 193:4,9 202:19 211:19 212:8,14 219:23 236:3 <b>ordered (3)</b> 71:3,21 72:4 <b>ordering (1)</b> 135:12 <b>orders (1)</b> 201:8 <b>ordinary (1)</b> 53:2	<b>organism (1)</b> 121:22 <b>organization (6)</b> 95:22,23 137:14,16 137:20 152:12 <b>orient (2)</b> 205:13 233:7 <b>originally (2)</b> 125:3 197:18 <b>outcome (3)</b> 120:24,25 242:16 <b>outfits (1)</b> 150:21 <b>outlay (1)</b> 169:5 <b>outlets (1)</b> 163:6 <b>outlined (2)</b> 11:7 155:4 <b>outlook (1)</b> 98:16 <b>outset (2)</b> 195:23 205:22 <b>outside (5)</b> 11:15 52:4,25 127:19 130:18 <b>outstanding (11)</b> 34:7,8 42:13 43:5 61:13 187:10 188:18,21 221:12 221:22 222:17 <b>overall (6)</b> 73:7 116:15 122:14 136:12 157:21 173:18 <b>overnight (1)</b> 170:6 <b>overriding (1)</b> 204:9 <b>owed (1)</b> 203:11 <b>owned (2)</b> 160:7,8 <b>owners (1)</b> 18:14 <b>ownership (3)</b> 21:14 22:2 185:15 <b>owns (5)</b> 62:24 63:2,3 68:24 73:3 <hr/> <b>P</b> <hr/> <b>P (8)</b> 4:1,1 5:1,1 6:1,1 217:4,12 <b>p.m (3)</b>
---	---	--	--	--

<p>37:24 79:3 239:9 <b>PA (6)</b> 217:18,20 218:3,5,8 218:15 <b>pace (2)</b> 115:3,6 <b>package (1)</b> 33:24 <b>page (141)</b> 9:10 55:24,24 56:4,6 56:7,8,9,9 83:2 84:5 98:9 103:16 104:7 123:11,15,18,23 124:2,2 131:7,10,11 131:13 135:20,21 136:7 137:21,23 138:14 139:3,12,20 140:9 147:9 148:16 148:18,23 149:7,12 151:10,11 154:12 154:14,17 155:4 157:25 158:2 159:15 160:2,20 161:21 162:2 164:10,11 166:19 168:6 169:11 171:3 171:5 172:8,10 173:8 176:3,7,17,21 177:15 178:9,13,15 180:18,19,19,20,24 182:6,6,7 183:2,4,7 184:4 186:3 187:13 196:5,5,8,12 205:11 205:12,13,14,19,21 206:20 207:2 211:9 211:12 212:16 214:21 216:7,9,20 216:22 217:8,17 218:17,21 221:10 224:11,14,16 225:17 226:4,12,18 226:19,22,23 227:7 227:15,24,25 229:8 229:9 232:6 233:6,8 233:9 240:4 241:16 241:20 243:8,10,12 243:14,16,18,20,22 <b>pages (8)</b> 83:10,21 84:3 93:16 161:14,15,16 226:16 <b>paid (2)</b> 221:16 237:23 <b>paper (2)</b> 119:7 142:7 <b>paperless (1)</b></p>	<p>155:14 <b>Par (1)</b> 62:7 <b>paragraph (4)</b> 8:21 56:12 200:19 202:6 <b>paragraphs (1)</b> 9:13 <b>parcel (2)</b> 160:16 226:22 <b>parcels (3)</b> 110:13,18 122:15 <b>Park (2)</b> 2:10 3:5 <b>part (32)</b> 29:3 33:23 34:4,12,19 37:3 43:6 52:15,23 105:12 112:9 116:15 118:4 142:18 146:13,19 154:5 157:16,21 160:12,16 162:19 165:20 182:23 187:4 189:8 193:9 198:23 208:16 214:21 225:5 226:22 <b>participate (1)</b> 14:2 <b>participated (1)</b> 94:18 <b>participating (1)</b> 85:3 <b>particular (16)</b> 11:4 48:7 55:23 58:5 101:5 124:19 127:25 130:8 131:17 162:4 164:7 172:7 196:9,16 216:4 229:8 <b>particularly (3)</b> 92:13 160:24 238:21 <b>parties (11)</b> 134:7 143:5 150:20 164:20 165:7 219:6 233:16 234:9 236:4 236:5 242:14 <b>partners (5)</b> 100:23 142:5 143:6 144:18 161:7 <b>partnership (8)</b> 136:14 140:10 143:13 144:4,20 150:22 161:23 168:23 <b>partnerships (8)</b> 143:5,7 144:12,22</p>	<p>145:15,19,22,25 <b>party (7)</b> 70:8 164:9,12,16 169:14 191:24 233:25 <b>pass (1)</b> 124:12 <b>path (1)</b> 141:7 <b>pattern (1)</b> 104:24 <b>PAUL (2)</b> 4:9 5:12 <b>pay (5)</b> 42:8 43:4,11,19 44:5 <b>payable (9)</b> 191:8 225:20 227:8 227:17,18 228:2,6 228:15,24 <b>payables (7)</b> 200:20 201:2,5,6,10 201:20 224:25 <b>paying (3)</b> 53:9 144:2 220:15 <b>payment (2)</b> 193:8 204:19 <b>payments (3)</b> 203:24 204:8,21 <b>payroll (1)</b> 148:24 <b>pays (2)</b> 119:19 121:6 <b>PBGC (2)</b> 212:14 213:7 <b>pen (1)</b> 93:3 <b>pencil (1)</b> 142:7 <b>Pennsylvania (1)</b> 155:7 <b>pension (4)</b> 6:17 105:11 145:5 228:19 <b>people (10)</b> 25:14 34:24 86:6 106:23 125:11 127:13 129:9 143:13 144:5 170:14 <b>peoples (1)</b> 170:13 <b>percent (20)</b> 21:4,7 22:5 51:15 60:9 103:20 104:6 104:19 105:5,20 106:17 107:11</p>	<p>108:6,13,21 109:14 109:16 166:14 172:18,20 <b>percentage (7)</b> 21:2 60:25 62:21 73:7 116:17,22 172:14 <b>perfect (3)</b> 8:4 157:8 185:24 <b>performance (5)</b> 103:21 105:21 108:5 142:20 228:14 <b>performed (3)</b> 85:12 142:10,14 <b>period (38)</b> 13:16,20,21 14:16 19:2 24:10 25:6,12 26:24 30:23 50:2 83:17 86:10 87:7 89:9,15 91:14 94:14 104:14,16 105:3,22 147:3,5 161:5,25 191:9 210:9,22 217:19,23,24 218:8 233:22 234:24 235:8,9 236:3 <b>permanent (1)</b> 118:21 <b>person (4)</b> 10:22 13:23 35:4 86:14 <b>personal (1)</b> 170:17 <b>personally (2)</b> 20:2 133:6 <b>perspective (5)</b> 213:19 214:8,9 234:12 236:17 <b>petition (10)</b> 13:7,24 14:5,8 24:17 29:8 105:22 133:8 133:10,14 <b>pharmacy (2)</b> 208:25 219:3 <b>phone (4)</b> 6:17 13:23 218:4 239:5 <b>phrase (1)</b> 129:15 <b>pick (3)</b> 124:12 137:24 202:4 <b>picked (1)</b> 124:13 <b>picking (1)</b> 227:12 <b>piece (29)</b> 37:7 60:23 61:13 63:2</p>	<p>63:3,12,19,23,25 64:13,17,21,21,24 65:17 66:16 67:8,14 68:3,24 69:18,23 70:6 73:3,12,24 74:4 142:7 187:3 <b>pieces (1)</b> 101:24 <b>Pierre (1)</b> 133:21 <b>PIK (1)</b> 72:10 <b>pitching (1)</b> 142:3 <b>place (19)</b> 13:11 31:15 46:24 52:3 62:9 128:22,23 128:24 129:3 134:14 146:25 154:7,11 157:19 189:25 208:15 209:13 210:10 221:6 <b>placed (2)</b> 55:21 182:9 <b>places (2)</b> 143:8,9 <b>plan (196)</b> 15:4 16:5,16 18:6,9 18:13,17 19:9,23 80:22,25 81:4,9,14 81:18 82:2 83:6,13 83:19,25 84:11,13 84:18,21 85:7,12,19 86:19,22 87:2,6,13 87:21,22 88:13,21 89:3,19,21,25 90:13 90:16,20,22,24,25 91:2,4,10,15 92:4,6 92:12,16 93:7,8,18 93:23,25 94:2,6,8 95:19,20 96:16,17 96:18 97:6,8,16,18 97:22,24 98:7,15,18 98:23,25 99:2,6,11 99:11,16,21 100:10 102:21,24 103:3,6,9 103:12,15 104:2 107:4,5,24 109:11 109:17 110:17,20 111:15,18 115:18 117:16,21 119:10 120:18 121:13,14 122:2 124:23,25 125:4,8,11,12,14 126:24,24 128:20</p>
---	--	--	--	---

129:12,15 131:8 137:5,10 138:2 139:9,15,16,24 140:3 142:17 145:14,22 146:14 146:19,21,23,24 147:16,25 148:5 149:2 151:9 153:3 154:10 156:19,24 157:4 158:2 159:12 159:17,22 160:2 161:3,6,10,13 166:3 168:6 169:21 172:6 173:18,23 174:25 175:10 176:3,5,7,8 176:10,18,19 177:5 177:15,15,23,23 178:4 179:9,10 180:4,16 181:7 182:3,3,7,16 183:5 183:24 184:3,4,16 184:25 240:23,25 <b>planning (3)</b> 19:24 80:21 117:20 <b>plans (24)</b> 15:17,20,22,24 16:12 16:13 17:6 18:19,24 19:12 61:10 88:14 88:18 89:9,14 94:15 94:21 95:2 96:24 98:22 106:23 148:7 161:17 180:5 <b>platform (6)</b> 136:12,18 138:6 141:11,16,16 <b>play (2)</b> 52:6 92:10 <b>played (3)</b> 23:9 93:22 210:17 <b>playing (1)</b> 35:2 <b>Plaza (1)</b> 6:6 <b>please (20)</b> 7:23 9:21 16:10 32:12 50:8 55:11 87:2 98:9 103:16 127:3 131:8 154:12 158:2 159:15 172:7 175:9 201:4 202:11 205:5 205:11 <b>plus (13)</b> 34:7 38:20 41:19 62:7 107:14,17 145:3 147:20 165:16 186:21 189:17	191:2 222:25 <b>pockets (2)</b> 151:4,6 <b>point (44)</b> 16:17 26:22 31:6,8,9 33:25 50:13,22 57:21 76:6 82:5 98:4 102:11 103:18 104:12 123:14 124:6 125:6 133:25 150:3 152:13,19 154:20 168:15 176:21 179:5,14,16 181:16 182:10 193:2 195:7 197:25 200:10,15 202:16 203:8,21 210:7 213:13 223:12 229:15 230:7,10 <b>points (12)</b> 107:9 143:9,10,19,20 143:21 144:3,7 150:24 151:3 171:9 191:3 <b>poker (1)</b> 34:25 <b>portion (6)</b> 22:6 60:13 67:25 86:12 104:2 169:24 <b>position (13)</b> 11:18 12:21 22:20 46:12 128:3 130:10 133:22 143:4 186:17 210:8 220:14 222:21 235:3 <b>positions (8)</b> 11:21 12:7,13 23:18 129:25,25 130:20 190:15 <b>positive (5)</b> 98:16,23 99:2 149:19 174:19 <b>possibility (2)</b> 128:8 209:25 <b>possible (9)</b> 107:15,18 112:12 128:5 138:9,11 147:8 234:17 235:23 <b>post (4)</b> 32:4 76:7 166:3 185:18 <b>postclosing (2)</b> 116:12 228:5 <b>posted (5)</b>	87:14 89:3 90:14,22 91:4 <b>postpetition (7)</b> 13:9,11 14:16 24:9,12 89:15 191:9 <b>potential (12)</b> 19:5,11,18 21:17 24:2 24:21 85:21 94:10 110:12 210:11 229:18 236:4 <b>potentially (5)</b> 20:24 21:12 22:4 130:12 131:5 <b>power (2)</b> 140:17 223:20 <b>precedent (3)</b> 214:22 216:16 218:19 <b>precision (1)</b> 119:6 <b>predating (1)</b> 50:3 <b>prefer (1)</b> 186:23 <b>preference (1)</b> 125:24 <b>preferred (2)</b> 203:25 204:3 <b>preliminary (7)</b> 80:24 83:5 86:18,21 86:25 172:10 240:22 <b>preparation (2)</b> 81:8 90:12 <b>prepare (2)</b> 11:5 141:25 <b>prepared (5)</b> 10:3 48:4,13 55:17 92:4 <b>preparing (1)</b> 108:10 <b>prepetition (16)</b> 13:21 14:16 24:6,8 94:14 104:16 114:10 115:2 127:7 127:24 133:4 134:15,18 211:24 228:3,8 <b>presence (1)</b> 11:16 <b>present (4)</b> 6:16 11:18 18:8 91:16 <b>presentation (4)</b> 81:24 82:19 83:23 84:9 <b>presented (2)</b> 88:14 157:14	<b>presenting (2)</b> 109:3,5 <b>presently (2)</b> 11:22 61:23 <b>presents (1)</b> 110:6 <b>president (7)</b> 11:20 17:2,3,11 18:4 19:2 20:6 <b>presumably (4)</b> 84:15 100:25 114:4 228:25 <b>previous (4)</b> 33:4 149:12 183:2 226:19 <b>previously (2)</b> 79:6 241:11 <b>price (6)</b> 51:20,25 53:9,21 55:25 62:6 <b>primarily (4)</b> 28:6 177:18 178:19 209:2 <b>primary (2)</b> 91:15 238:23 <b>principal (1)</b> 185:5 <b>principal-to-princi...</b> 230:6 <b>principally (5)</b> 24:19 27:2,24 237:8 238:12 <b>principals (1)</b> 76:21 <b>prior (18)</b> 13:14 14:7,19,21 15:2 17:22 61:17 69:25 70:3 79:11,23 87:12 94:21 103:21 106:5 154:15 161:17 196:25 <b>privy (1)</b> 197:11 <b>pro (2)</b> 69:7 192:4 <b>probable (2)</b> 120:25 147:8 <b>probably (16)</b> 10:18 25:8 28:21,25 87:25 116:3 118:9 118:13 136:25 142:8 156:11,16 171:25 191:13 235:22 236:14 <b>proceeding (1)</b> 7:20	<b>proceedings (2)</b> 12:25 233:12 <b>proceeds (10)</b> 42:8 43:3,11,19 44:4 119:3,14 123:7 124:19,24 <b>process (11)</b> 19:24 25:2,15 127:4 129:21 135:11 157:11 165:11,20 188:13 191:5 <b>processes (1)</b> 140:22 <b>processing (1)</b> 153:18 <b>produced (1)</b> 222:11 <b>product (2)</b> 163:16,16 <b>products (3)</b> 160:14,15,18 <b>Professional (2)</b> 2:13 242:6 <b>profile (1)</b> 118:17 <b>profitability (1)</b> 163:3 <b>program (6)</b> 135:24 137:8 145:17 149:14 150:2,15 <b>progress (2)</b> 91:19 234:21 <b>project (6)</b> 89:20 100:12,15 135:7 240:24 241:2 <b>projection (5)</b> 106:12 169:20 184:11 184:12,13 <b>projections (1)</b> 115:19 <b>promise (2)</b> 176:16 213:6 <b>properly (1)</b> 114:21 <b>properties (30)</b> 111:5,7 112:8,12,15 112:16,18,25 113:9 113:14,19,23 114:7 114:9,11,22 116:2,7 116:11,18,21 117:7 117:10 123:5 158:21,25 235:6,11 235:14,17 <b>property (8)</b> 59:20 60:12 113:12 114:25 159:6,6
--	--	--	---	---

<p>192:18 211:18 <b>proposal (1)</b> 210:18 <b>proposing (2)</b> 49:12 68:12 <b>protection (5)</b> 156:2 162:7 190:22 190:24 218:11 <b>provide (7)</b> 85:18 102:7 137:3 155:10 162:9 188:13 202:11 <b>provided (8)</b> 44:22 76:19 80:23 81:3 82:19 201:17 219:11 234:19 <b>provides (2)</b> 136:16 163:23 <b>providing (3)</b> 136:11 163:24 201:24 <b>provision (18)</b> 32:20 34:20,22 39:5 40:17 49:3 200:18 208:12 210:14 214:19 218:14,25 221:8,15 232:21 236:2,12 237:6 <b>provisions (7)</b> 185:2 196:7 229:10 230:22 231:9 233:19 237:13 <b>public (5)</b> 2:13 7:4 165:11 239:19 242:7 <b>pull (1)</b> 176:4 <b>purchase (26)</b> 10:17 20:14 23:3 38:14,19 43:6 48:14 49:3 51:19,25 53:9 53:21 55:25 56:20 70:5 74:18 93:13 185:3 186:22 191:17 195:21 201:8 205:6 214:18 219:24 241:8 <b>purchased (2)</b> 49:21,21 <b>purple (1)</b> 104:17 <b>purpose (6)</b> 35:20 70:9 75:10 85:16 91:15 113:12 <b>purposes (1)</b> 190:17 <b>pursuant (1)</b></p>	<p>56:14 <b>pursue (2)</b> 138:2 156:25 <b>put (28)</b> 13:11 15:24 16:14 44:8 49:9 75:17,19 84:13 85:18 88:18 94:7 96:5 100:19 109:11 121:17 141:23 146:24 155:19,21 157:9 165:10 175:15 176:13 184:24 190:17 195:20 201:8 229:5 <b>putting (12)</b> 15:3,17,19,21 18:16 97:8 137:6 151:2,5 159:12 166:20 191:19 <b>puzzle (1)</b> 217:6 <hr/><b>Q</b><hr/><b>Q3 (1)</b> 172:24 <b>Q4 (1)</b> 177:7 <b>quadrant (2)</b> 104:9 189:11 <b>quadruple (1)</b> 171:20 <b>quantified (1)</b> 174:20 <b>quantify (2)</b> 174:25 175:5 <b>quantum (2)</b> 161:4 197:21 <b>quarter (2)</b> 172:25 173:5 <b>question (44)</b> 7:22,25 9:24 12:9 17:9,24 22:15 24:11 24:24 31:20 36:6 37:4 39:8 41:9 53:12,18 65:12,14 80:4 97:13 98:13,24 104:4 114:16 124:11 126:22 139:17 164:19 177:22 178:3 185:23 194:2,12,23 196:19 203:20 214:14 215:8 217:9 217:12 225:16 233:13,18 234:3</p>	<p><b>questions (6)</b> 8:8 10:9,16 102:19 103:25 239:6 <b>quick (1)</b> 223:25 <b>quickly (3)</b> 114:6 119:2 180:14 <b>quite (5)</b> 132:18 141:8 147:22 166:21 171:18 <b>QURESHI (41)</b> 3:8 7:7 26:2 54:25 77:21,24 78:2,6,9 79:4,10 82:5 86:16 89:17 92:20 100:11 101:13,20 103:7,10 126:7,13,19 131:12 140:6 146:2 176:11 176:13 179:17,22 203:18 205:4 207:20 223:18,22 224:3 237:15,17 238:24 239:4 241:17 <hr/><b>R</b><hr/><b>R (4)</b> 4:1 5:1 6:1 79:2 <b>R&amp;D (2)</b> 160:10,14 <b>rags (1)</b> 144:14 <b>raised (1)</b> 74:9 <b>range (3)</b> 58:19 69:10 191:4 <b>ratcheted (1)</b> 99:22 <b>rate (9)</b> 99:19,22 114:8,12,13 125:13 149:16 166:15 184:8 <b>rationale (1)</b> 51:8 <b>RDD (1)</b> 1:6 <b>reach (1)</b> 35:12 <b>reached (2)</b> 134:17,19 <b>reaction (1)</b> 35:25 <b>read (11)</b> 8:18 9:23,25 95:12 166:19,22,24 188:22 208:6</p>	<p>233:11,17 <b>reads (1)</b> 164:15 <b>ready (1)</b> 153:20 <b>real (44)</b> 33:13 52:12 54:9 68:8 68:13,16,21,25 69:24 70:6,13,16,19 71:3,7,13,15 110:2 110:10,13,18,21 111:16 113:6 115:3 115:14,20,23 116:17 117:24 119:11 121:17,19 122:15 124:8,18 132:15 140:16 152:13 158:3 187:17 190:12 194:5 226:19 <b>realistic (2)</b> 108:6 120:24 <b>reality (2)</b> 91:24 106:24 <b>realize (3)</b> 96:6 117:24 163:19 <b>realizing (1)</b> 117:8 <b>really (11)</b> 30:22 34:25 118:20 149:23 163:15 166:19 178:11 210:23 212:10,10 213:17 <b>reask (1)</b> 36:6 <b>reason (19)</b> 54:24 56:18 115:4,7 135:9 138:4 144:10 168:14 170:10 219:16 243:4,8,10 243:12,14,16,18,20 243:22 <b>reasonable (2)</b> 105:2 115:3 <b>reasons (1)</b> 126:2 <b>recalibrated (1)</b> 51:19 <b>recalibration (1)</b> 51:24 <b>recall (43)</b> 24:10,12 25:18 27:11 31:17,23 32:3,7,9 35:24 38:6 49:14,19 49:25 52:17 81:16</p>	<p>82:22,24 83:16 84:9 85:25 86:6 87:4 90:23 94:17,24 95:5 111:22 116:8 144:24 193:24 198:5,8 200:15 203:7 204:6 232:23 233:14 235:13,14 235:16 238:13,20 <b>receivable (4)</b> 206:25 207:4,16 220:22 <b>receivables (27)</b> 67:2,5,17,23 68:5 74:17,22 75:4,6,21 205:25 206:13 207:19,25 208:20 208:21,22,23,24,25 209:5 218:22 219:2 219:3,8,25 221:3 <b>receive (6)</b> 14:5 81:24 87:21 133:19 198:7 204:18 <b>received (8)</b> 14:7,14 81:17,20 87:22 133:11,15 201:9 <b>receiving (2)</b> 83:16 84:9 <b>recess (5)</b> 78:11 126:12 179:21 224:2 237:16 <b>recharacterization ...</b> 231:23 <b>recognize (3)</b> 26:12,16 106:22 <b>recognizes (1)</b> 120:16 <b>recognizing (1)</b> 100:2 <b>recollection (10)</b> 25:20 26:18 48:2,11 49:10 71:6 81:15 87:13 116:10 238:22 <b>reconcile (1)</b> 226:16 <b>record (15)</b> 7:9 30:14 32:14 51:21 78:10 79:4 126:14 179:23 186:7 224:4 237:15,18 239:7 242:11 243:5 <b>recover (1)</b> 112:23</p>
--	--	---	---	--

<b>recruiting (1)</b> 130:18	<b>refinement (1)</b> 140:23	163:12,14	<b>replaced (2)</b> 119:14 237:24	173:11 194:5
<b>redeploy (1)</b> 119:4	<b>refining (1)</b> 141:10	<b>relationships (1)</b> 228:11	<b>replicate (2)</b> 154:7 155:15	208:12 211:14
<b>reduce (4)</b> 51:18 150:19 235:5 238:2	<b>reflect (4)</b> 102:10 110:24 174:2 174:4	<b>relative (3)</b> 100:9 102:2 155:12	<b>replicated (1)</b> 170:6	229:24 230:16 231:22
<b>reduced (2)</b> 207:9 209:18	<b>reflected (2)</b> 91:24 137:11	<b>Relay (2)</b> 149:15,17	<b>report (2)</b> 198:17,19	<b>respectively (1)</b> 164:18
<b>reduces (1)</b> 182:23	<b>reflection (1)</b> 140:12	<b>release (8)</b> 165:10 229:10,18,25 230:14 231:19 232:5 238:15	<b>Reported (1)</b> 1:21	<b>response (4)</b> 35:22 51:4,16 229:22
<b>reducing (1)</b> 180:11	<b>reflects (1)</b> 204:5	<b>released (1)</b> 93:16	<b>reporter (5)</b> 2:12,13 8:7 242:6,6	<b>responsibilities (1)</b> 134:5
<b>reduction (15)</b> 51:9,14 96:3 123:19 125:20 146:24 147:11 149:20 151:21,24 175:12 184:7 208:4 210:2 210:11	<b>refresh (2)</b> 25:20 26:17	<b>releases (1)</b> 223:10	<b>represent (5)</b> 7:11 55:15 101:4 224:24 233:20	<b>responsibility (3)</b> 134:4 202:22 218:10
<b>reductions (2)</b> 147:7 175:20	<b>refrigerator (3)</b> 155:18,19 156:15	<b>relevant (2)</b> 140:18 143:10	<b>representative (6)</b> 1:11 2:8 9:16 11:6 36:25 37:17	<b>responsible (1)</b> 133:25
<b>Reese (8)</b> 31:10 32:2 33:14 35:9 36:23 37:12,16 48:23	<b>regarding (4)</b> 34:20 134:23 203:22 220:19	<b>relied (1)</b> 92:5	<b>representatives (5)</b> 28:4,5,6 38:8 44:22	<b>rest (1)</b> 62:25
<b>refer (5)</b> 104:15 113:15 132:2 142:23 185:20	<b>regardless (1)</b> 163:20	<b>relies (1)</b> 183:8	<b>represented (2)</b> 94:9 202:17	<b>restate (2)</b> 7:24 194:11
<b>reference (9)</b> 94:25 129:13 131:19 135:22 158:7 168:7 178:15 182:8 202:7	<b>Registered (2)</b> 2:12 242:6	<b>relook (1)</b> 127:10	<b>representing (1)</b> 101:18	<b>restating (1)</b> 140:6
<b>referenced (4)</b> 150:7 158:16,23 162:18	<b>regular (3)</b> 13:6 14:5 16:15	<b>remain (1)</b> 153:8	<b>represents (1)</b> 203:3	<b>restructuring (20)</b> 5:13 29:10,14,15,21 29:22 30:5,21 31:4 33:2 35:4 37:18,21 38:9 39:4 40:16,19 48:25 94:19 129:7
<b>references (1)</b> 216:6	<b>regularly (1)</b> 127:13	<b>Remainco (1)</b> 145:6	<b>request (1)</b> 229:22	<b>result (1)</b> 190:14
<b>referred (11)</b> 9:8 29:10 68:13 95:3 106:3 136:6 149:11 154:15 158:9 183:10 219:8	<b>Reicker (2)</b> 86:8 108:18	<b>remainder (2)</b> 73:4 225:11	<b>requested (2)</b> 179:19 230:17	<b>results (1)</b> 98:16
<b>referring (9)</b> 90:18 108:15 114:23 121:15 123:21 154:18 177:4 206:24 215:12	<b>reimburse (2)</b> 152:17 200:4	<b>remaining (2)</b> 61:12 113:23	<b>REQUESTS (1)</b> 241:19	<b>resumed (1)</b> 79:5
<b>refered (6)</b> 56:24 59:23 72:8 152:4 200:20 216:19	<b>reimbursement (5)</b> 200:14 202:8 203:13 203:16 207:7	<b>remarks (1)</b> 213:14	<b>require (1)</b> 106:18	<b>retail (10)</b> 14:21 15:8,15,25 49:23 84:25 109:19 130:13 163:6 167:17
<b>refill (1)</b> 236:19	<b>reject (1)</b> 234:22	<b>remember (8)</b> 35:14 51:3 58:21 75:17 82:4 99:6 109:15 235:21	<b>required (7)</b> 141:15 159:23 186:22 212:14 213:8 221:16 238:8	<b>retailer (2)</b> 15:4 160:7
<b>refine (1)</b> 201:23	<b>rejected (1)</b> 210:18	<b>reminding (1)</b> 7:19	<b>requirement (3)</b> 125:7 145:7 228:20	<b>retailers (3)</b> 164:24 170:11 173:2
	<b>relate (1)</b> 160:3	<b>remodel (1)</b> 157:17	<b>requiring (1)</b> 129:14	<b>retain (1)</b> 180:5
	<b>related (14)</b> 79:14 100:24 135:23 137:7,18 149:21,25 150:4,14 151:22 175:22 229:10 232:21 242:13	<b>rendering (1)</b> 119:7	<b>resolve (1)</b> 135:16	<b>retained (3)</b> 127:20 130:19 153:16
	<b>relates (8)</b> 12:16 18:16 54:9 67:22 155:11 161:12 173:4 236:24	<b>renegotiate (1)</b> 49:2	<b>resources (2)</b> 62:12,13	<b>retaining (1)</b> 127:16
	<b>relating (2)</b> 161:11 178:6	<b>rent (1)</b> 111:24	<b>respect (36)</b> 10:13,23 11:6,14 17:5 18:5 19:22 28:8 31:20 39:11 41:10 44:20 47:23 48:7,9 60:7,22 64:20 66:13 73:22 76:3 97:5 110:9 135:12 138:5 138:15 149:7 159:23 160:24	<b>return (3)</b> 118:17 151:2 152:7
	<b>relationship (5)</b> 132:14,22 162:14	<b>rephrase (2)</b> 39:8 44:18		<b>revenue (17)</b> 96:2 111:15 117:17 117:22 118:3 119:10,12,17,20,23 121:5,16 132:3,4 145:20 169:23 173:13

<b>revenues (1)</b> 169:15	108:17	<b>S (7)</b> 4:1 5:1 6:1 79:2,2,2 240:3	124:15	154:13 155:22
<b>review (4)</b> 16:13 18:15 51:5 184:21	<b>robotics (2)</b> 168:8,17	<b>salaried (1)</b> 154:6	<b>scope (1)</b> 231:16	158:2 159:16
<b>reviewed (1)</b> 184:23	<b>role (21)</b> 12:22 13:2 16:11 17:5 18:18,23 23:7,9 52:5,9,10 89:8,13 90:11 92:9,13 93:21 94:12 97:7 102:4 131:4	<b>sale (2)</b> 119:13 123:7	<b>score (1)</b> 140:16	162:20,21 164:11 166:6 169:16 171:5 172:9,16 176:22,24 176:25 177:7,9,20 178:8,17 179:25 180:21 181:4,18 182:10 184:5,9 188:23 196:13,14 196:16 197:8 200:22 202:9 205:10 206:4 207:3 209:22 216:4,18,25 217:6 218:22 219:3 221:13 224:15,20 225:24 226:23 227:19,22 229:12 232:9,11
<b>reviewing (1)</b> 94:14	<b>rolling (2)</b> 189:9,14	<b>sales (22)</b> 103:20 104:5,10,18 105:15 106:4,15 107:12 111:16,25 115:20,24 116:17 117:25 119:11,15 121:17,20 124:8 163:4,5 164:17	<b>search (3)</b> 127:4,19 151:7	<b>seeing (2)</b> 82:24 173:6
<b>revisit (1)</b> 22:14	<b>romanette (11)</b> 56:24 59:22,23 70:14 72:7,8 205:20,24 207:12 208:6 209:21	<b>same-store (3)</b> 105:15 106:4,15	<b>Sears (67)</b> 1:4 4:5,18 9:8 11:22 11:23 12:2,6,8,11 12:15,16,17,21,22 12:25 13:2,5 14:20 15:3 16:10,12,18 17:7,13 18:20,24 21:10 28:10,16 29:2 93:9 95:21 96:9,24 104:17 105:2,13 114:9 115:2 130:16 130:16 131:22 144:12 146:3,4 156:3,12 160:13 162:4,8 163:17,19 164:3 165:13 167:13,21,23 169:2 171:4,17,22 172:25 211:23 229:3,4 241:6	<b>seek (2)</b> 60:20 131:21
<b>revolving (4)</b> 187:11 188:6,15 195:17	<b>romanettes (2)</b> 209:23 210:13	<b>Samsung (1)</b> 160:8	<b>second (32)</b> 20:24 21:13,17,23 22:3,9,18,20 40:4,8 40:12 43:20 54:7 72:8,9,10,16,25 73:2,12 74:15,23 99:17 121:7 131:18 131:20 158:11 162:21 164:8,11,14 181:16	<b>seeking (3)</b> 49:2 130:2 198:25
<b>Reynolds (1)</b> 127:17	<b>room (5)</b> 84:18 87:15,18 89:2 191:14	<b>SAMUEL (1)</b> 6:18	<b>seen (15)</b> 8:14 55:11 82:22 83:15 84:2 87:4,7,9 146:7,10 155:9 163:2,8 184:18 221:22	<b>sell (30)</b> 62:4 63:12,18 64:13 64:24 65:16 66:16 69:17,20 110:3,14 110:21 111:4,7,9 112:11,18 114:18 114:22 116:12 117:6 118:10,13,24 120:13,25 125:24 162:6,7 237:2
<b>Richman (5)</b> 1:22 2:11 7:4 242:5 242:21	<b>rough (2)</b> 116:9 186:12	<b>satisfaction (1)</b> 215:4	<b>section (16)</b> 56:2,12,14 159:16,25 196:7 205:10,14,16 215:12 216:3,4,19 216:20 221:10 223:17	<b>seller (3)</b> 53:15 217:16 220:24
<b>ride (2)</b> 143:18 144:2	<b>roughly (12)</b> 61:3 67:21 72:21 99:10 104:23 112:7 113:4 116:18 120:6 192:21 193:3,14	<b>satisfied (1)</b> 52:14	<b>security (1)</b> 76:25	<b>seller's (2)</b> 216:18 220:10
<b>RIFKIND (1)</b> 5:12	<b>round (2)</b> 165:19 192:14	<b>satisfy (9)</b> 45:12 46:7,14,19 65:20 199:3,20 200:2 221:17	<b>see (79)</b> 8:23,25 9:11 22:8 25:24 55:24 56:16 57:3 61:15 72:12 83:4,11 101:11 103:17,22 104:16 104:22 131:15 148:20,21 149:6 150:4 151:10,12,18	<b>sellers (5)</b> 211:13 216:5 217:2 217:10 221:18
<b>right (39)</b> 12:12 14:18 37:7,11 37:14 39:13 48:23 53:16 80:11,19 104:9 106:14 117:11 122:22 125:18,25 126:23 131:10 141:18 153:25 155:16 175:13 177:8 179:17 181:15,20 184:5 193:16 206:18 207:12,21 209:22 216:15 225:14,22 226:15 226:24 233:3,22	<b>row (8)</b> 151:15 164:8,11,14 169:10 171:3 172:13 181:14	<b>savings (4)</b> 146:15,22 148:3,14	<b>sell (30)</b> 62:4 63:12,18 64:13 64:24 65:16 66:16 69:17,20 110:3,14 110:21 111:4,7,9 112:11,18 114:18 114:22 116:12 117:6 118:10,13,24 120:13,25 125:24 162:6,7 237:2	<b>selling (9)</b> 64:20,21 112:24 115:2 117:9,16,18 118:4 122:15
<b>rights (11)</b> 211:18,23 212:9,16 213:6,21 214:12 235:7,12 236:11 238:16	<b>royalty (2)</b> 165:17 166:14	<b>saw (2)</b> 52:17 92:24	<b>senior (14)</b> 32:22,24 34:24 40:20	
<b>risk (4)</b> 46:9,12,16,17	<b>RPR (2)</b> 1:22 242:21	<b>saying (2)</b> 92:18 178:17		
<b>road (1)</b> 7:20	<b>rule (2)</b> 152:7,11	<b>says (24)</b> 49:20,20 54:15 55:25 56:12 103:18 123:25 131:21 147:9 151:21 160:22 176:22 177:17 178:16 180:21 188:23,25 195:12 203:16 204:25 214:25 221:15 224:18 228:2		
<b>Rob (1)</b>	<b>rules (1)</b> 7:19	<b>scenario (2)</b> 120:23 181:22		
	<b>run (4)</b> 114:8 149:16 184:8 191:8	<b>schedule (6)</b> 54:15 159:6 170:25 191:12 206:21 232:10		
	<b>running (2)</b> 102:7 165:10	<b>school (1)</b> 213:2		
	<b>runs (1)</b> 83:10	<b>scientific (1)</b>		
	<b>Russell (1)</b> 127:17			
	<b>S</b>			

40:20 129:17,25 130:9,12 148:9 186:13,15,21,22 <b>sense (5)</b> 90:17 116:14 234:15 234:19 236:18 <b>separate (2)</b> 214:4 231:12 <b>September (5)</b> 104:15,20 106:3 172:17,23 <b>series (3)</b> 118:16 208:16 219:10 <b>serve (7)</b> 16:6 57:14 58:8 59:2 113:5,14 114:2 <b>served (1)</b> 18:25 <b>serves (3)</b> 57:14 71:7,14 <b>service (2)</b> 156:5 218:6 <b>services (6)</b> 130:17 148:19 156:3 162:8 165:13 217:18 <b>serving (2)</b> 128:9 131:6 <b>sessions (1)</b> 85:23 <b>set (21)</b> 9:6 11:2 21:16,19 105:18 131:20 138:14 139:3,12,19 140:23 163:14 169:13 196:11 206:12 207:24 209:15 210:13,20 242:10,17 <b>sets (1)</b> 180:6 <b>setting (2)</b> 18:18 166:18 <b>settlement (1)</b> 193:9 <b>seven (8)</b> 9:12,21 10:6,13 11:7 11:14 197:14 210:22 <b>severance (10)</b> 154:10 191:10 202:8 202:12,19,22 203:4 203:10 204:19 207:7 <b>SG&amp;A (29)</b> 99:23,25 137:15,19	146:3,5,15,21,23 147:7 148:2,3,8,13 149:6 151:12 173:15,21,24 175:12,14,17,19,22 177:3 178:6 181:8 181:23 241:7 <b>SHANA (1)</b> 5:6 <b>shaping (1)</b> 16:4 <b>share (3)</b> 19:6 47:12 236:15 <b>shares (1)</b> 160:15 <b>sharing (1)</b> 214:15 <b>shed (1)</b> 213:17 <b>sheet (12)</b> 42:16 43:9 105:11,17 119:7 145:3 187:7 187:17,19 189:10 190:3 228:17 <b>shoes (1)</b> 204:10 <b>shoot (1)</b> 167:25 <b>Shop (43)</b> 135:24 136:9,15,18 137:7 138:5,15 140:10,13 141:11 141:24 142:4,4,9,13 142:17,21,24 143:6 143:8,14,15,18 144:19 145:16 148:17,20 149:3,7,9 149:15,17,22 150:2 150:5,14,23 151:3 151:25 152:15,19 152:22 191:2 <b>short (5)</b> 49:18 209:16 220:3 221:3 235:8 <b>shortcut (1)</b> 179:25 <b>shortfall (6)</b> 205:22,25 206:25 207:5,16,25 <b>shorthand (3)</b> 2:12 41:12 242:5 <b>shortly (1)</b> 85:9 <b>show (2)</b> 25:19 174:9 <b>showed (3)</b>	87:12 90:25 91:2 <b>showing (1)</b> 45:11 <b>shown (1)</b> 94:20 <b>shows (2)</b> 170:19 177:2 <b>shrink (1)</b> 157:19 <b>shrinking (1)</b> 124:9 <b>shut (1)</b> 125:22 <b>side (4)</b> 33:10 55:25 86:2 107:10 <b>sides (1)</b> 45:18 <b>sign (2)</b> 143:4,7 <b>sign-off (2)</b> 92:15 93:3 <b>signature (4)</b> 26:5,9 93:16 240:11 <b>signed (7)</b> 38:15 74:6 143:12 144:4 208:18 209:3 220:2 <b>significant (8)</b> 51:10,12 106:9 150:23 152:16 169:24 190:18 193:18 <b>significantly (4)</b> 99:15,21 106:9 133:17 <b>signing (2)</b> 109:8 219:14 <b>similar (6)</b> 83:24 144:4 150:21 165:2 168:9 174:5 <b>simply (10)</b> 35:7,18 88:10 143:25 162:6,13 163:24 215:8 217:9,13 <b>Singh (4)</b> 34:15 39:20,24,25 <b>single (2)</b> 84:5 152:8 <b>sir (11)</b> 7:13 9:13 10:2 16:9 29:7 53:4 56:23 60:2 68:11 116:5 164:19 <b>sit (7)</b> 10:2 38:18 75:2	155:14 194:18 215:8 238:13 <b>site (2)</b> 91:5,7 <b>sitting (4)</b> 74:6 85:6 113:19 179:15 <b>six (1)</b> 166:7 <b>size (1)</b> 195:17 <b>SKADDEN (1)</b> 5:2 <b>skip (2)</b> 180:2 205:23 <b>SKUs (2)</b> 174:14,15 <b>SLATE (1)</b> 5:2 <b>slide (10)</b> 141:4,13,20,23 142:6 151:11 162:18 181:13,14 182:5 <b>small (11)</b> 99:8,13 110:7 118:16 119:5 121:10 154:14,16 156:20 156:25 178:12 <b>smaller (3)</b> 119:16 122:20 154:21 <b>smart (1)</b> 118:22 <b>smooth (1)</b> 104:21 <b>sold (8)</b> 110:11,19 111:21 122:7 125:22 163:21 165:15 167:15 <b>solely (1)</b> 137:18 <b>solutions (2)</b> 160:25 161:12 <b>somebody (1)</b> 40:2 <b>someone's (1)</b> 34:19 <b>soon (2)</b> 112:12 153:21 <b>sooner (1)</b> 128:25 <b>SORKIN (1)</b> 3:11 <b>sorry (15)</b> 56:5 63:5 67:12 75:19 103:4 112:5 164:10	166:18 175:17 182:5 202:14 216:8 216:24 224:14 236:7 <b>sort (7)</b> 18:13 52:24 73:19 74:21 217:25 218:13 224:16 <b>sought (1)</b> 223:14 <b>sound (1)</b> 124:14 <b>sounds (2)</b> 58:19 193:15 <b>source (1)</b> 70:4 <b>sources (2)</b> 43:4 191:24 <b>SOUTHERN (1)</b> 1:1 <b>space (1)</b> 15:8 <b>Sparrow (3)</b> 113:16 158:22 193:4 <b>speak (6)</b> 10:18 37:16 81:4 84:5 128:17 136:21 <b>speaking (4)</b> 98:2 111:11 127:13 150:11 <b>speaks (2)</b> 200:6 204:23 <b>special (1)</b> 75:10 <b>specific (22)</b> 54:2 58:15,22 70:17 70:20 87:9 88:20 92:19,21 96:5 122:3 128:13 136:5 146:11 152:25 161:10 164:20 168:11 173:19 208:13 220:20,21 <b>specifically (12)</b> 20:7 30:25 35:13 111:22 136:21 137:12,25 145:24 148:16 170:20 171:8 230:3 <b>specificity (4)</b> 58:5 106:8 107:21 136:3 <b>specifics (1)</b> 150:12 <b>specified (8)</b> 205:25 206:13,14,24
---	---	--	---	---

207:4,16,19,25 <b>specs (1)</b> 155:15 <b>speculate (3)</b> 25:16 48:17 191:15 <b>spend (6)</b> 150:14,19 159:19,23 184:8 190:4 <b>spent (11)</b> 11:9 15:16 16:2 84:22 85:15 97:21 127:9 139:2 168:13 172:2 172:4 <b>spirit (2)</b> 153:6 204:14 <b>spoken (4)</b> 25:17 76:21 133:9 165:21 <b>spot (1)</b> 44:12 <b>square (6)</b> 5:4 118:19,23 157:16 157:20,21 <b>ss (1)</b> 242:3 <b>stack (1)</b> 189:8 <b>staff (1)</b> 29:2 <b>stake (4)</b> 21:2,14 22:2,21 <b>stakes (1)</b> 34:25 <b>stand (1)</b> 64:19 <b>stands (1)</b> 134:2 <b>Stanley (2)</b> 165:15,18 <b>Staples (2)</b> 16:3,7 <b>STAR (1)</b> 6:18 <b>start (2)</b> 25:3 186:9 <b>started (2)</b> 121:8 201:15 <b>starting (1)</b> 189:15 <b>starts (4)</b> 196:8 205:19 216:25 227:20 <b>state (4)</b> 2:14 155:10 242:3,7 <b>stated (1)</b> 98:25	<b>statement (2)</b> 149:24 227:3 <b>States (4)</b> 1:1 132:10 160:6 164:3 <b>stay (1)</b> 237:25 <b>staying (2)</b> 182:16 227:15 <b>steam (2)</b> 33:8,19 <b>STEEN (1)</b> 6:3 <b>step (4)</b> 17:14 38:5 204:10 237:2 <b>Steve (1)</b> 52:17 <b>Sticking (2)</b> 184:2 233:5 <b>stock (1)</b> 229:24 <b>stood (3)</b> 89:25 90:2 102:11 <b>stop (3)</b> 190:6 210:9 215:12 <b>store (27)</b> 49:14 50:9 51:6,15,18 103:19 104:5,10,18 107:11 109:19,23 109:24 110:25 111:13 112:20 117:15 118:8,11 120:19 122:10 154:14,16,23 157:8 157:10,13 <b>stores (50)</b> 49:11,24 50:5,14,16 51:10 99:8,13 104:11,13 109:20 110:8 111:6,8 117:17 118:4,17 119:5,13,16,25 120:6,8,9,14,14 121:2,11 122:5,10 122:11,20,21,24 123:20 124:12,13 125:17,21,25 154:22 155:9 156:20,25 157:6,18 164:5 167:18 236:19,23 <b>straight (1)</b> 123:24 <b>strained (1)</b> 228:11	<b>strategically (1)</b> 229:2 <b>strategy (2)</b> 18:11,12 <b>stratified (1)</b> 154:5 <b>Strauss (2)</b> 2:10 3:3 <b>stream (1)</b> 165:17 <b>streamlining (1)</b> 137:14 <b>stretch (1)</b> 96:2 <b>strike (1)</b> 36:5 <b>strong (1)</b> 125:24 <b>strongly (1)</b> 202:21 <b>struck (1)</b> 132:15 <b>structure (7)</b> 13:10 18:14 21:21 185:17 186:14,17 187:5 <b>structured (4)</b> 168:22 204:17 205:3 219:18 <b>structuring (1)</b> 163:13 <b>stuck (1)</b> 220:4 <b>study (2)</b> 162:17,21 <b>stuff (1)</b> 159:4 <b>subcommittee (3)</b> 29:11,15,23 <b>subject (9)</b> 10:5 22:10 32:15 34:14 56:12 80:20 215:3 217:14 234:4 <b>submission (1)</b> 30:6 <b>submitted (3)</b> 25:22 26:19 28:15 <b>subordinate (1)</b> 186:15 <b>subordinating (1)</b> 190:14 <b>subordination (1)</b> 231:24 <b>subparagraphs (1)</b> 56:16 <b>Subscribed (1)</b>	239:14 <b>subsection (1)</b> 205:19 <b>subsections (1)</b> 217:11 <b>subsequent (13)</b> 13:24 16:17 19:3 24:16 36:22 37:15 38:7 88:7 95:14 101:9,25 108:4 133:13 <b>subset (1)</b> 58:13 <b>substance (3)</b> 31:18 32:9 141:20 <b>substantially (1)</b> 9:7 <b>successful (6)</b> 55:3,7,17 94:11 131:14 240:14 <b>sufficient (1)</b> 199:3 <b>suggests (1)</b> 182:16 <b>sum (2)</b> 120:15 193:12 <b>summarized (6)</b> 211:9,12 212:16 214:13,20 230:23 <b>summarizes (1)</b> 229:9 <b>summary (7)</b> 55:16 83:10 103:17 195:24 196:7 211:7 229:7 <b>sums (1)</b> 168:11 <b>Sunny (3)</b> 34:15 39:20,24 <b>supplement (1)</b> 231:9 <b>supply (5)</b> 135:14,18 180:21 181:8,17 <b>support (1)</b> 93:10 <b>supposed (1)</b> 224:24 <b>sure (46)</b> 12:10 17:15 21:19 22:16 24:23 25:25 29:25 34:16 35:3 37:5,6,8 42:3 43:2 45:16 52:13 53:13 54:3 86:9 98:22 99:3 119:24 123:17	126:16 137:11 139:18 140:21 153:18 155:3 158:12 168:3 171:15 179:4 191:12,18 192:19 194:3,24 206:10,17 208:7 209:12 223:11 225:4 232:19 233:19 <b>surprise (2)</b> 96:14 128:6 <b>suspect (3)</b> 19:14 135:9 171:19 <b>suspects (1)</b> 167:19 <b>switch (3)</b> 184:25 223:9 233:4 <b>switching (1)</b> 227:16 <b>sworn (5)</b> 7:3 79:6 95:7 239:14 242:10 <b>symmetrical (1)</b> 220:15 <b>symmetry (1)</b> 209:20 <b>syndicate (1)</b> 85:20 <b>syndication (2)</b> 108:10 188:12
<hr/>				
<b>T</b>				
<hr/>				
<b>T (2)</b> 79:2 240:3 <b>table (6)</b> 46:21 63:16 172:9 184:6 188:10 194:6 <b>take (49)</b> 9:20,21 17:14 22:4 26:14 31:11 44:21 45:5,9,10,19 46:6,9 46:16 54:13 55:10 61:10 65:7 78:7 87:2 104:7 117:13 118:14 126:5,9 134:13 137:19 138:18 140:15 143:17,19 149:5 166:8 167:19,25 168:3 170:7 174:15 176:2 186:12 193:17 201:10 210:4,7 214:20 217:10 223:20,23 226:17				



<p><b>taken (9)</b> 7:13 46:5 118:3 120:19 141:4,13 161:17 171:14,15</p> <p><b>takeout (1)</b> 173:24</p> <p><b>takes (1)</b> 170:8</p> <p><b>talent (1)</b> 129:14</p> <p><b>talk (14)</b> 8:6 20:10 33:6 53:19 65:2 68:8 93:24 119:22 139:7 168:4 184:25 185:16 189:20 223:9</p> <p><b>talked (6)</b> 168:7,10 185:9,14 205:21 225:7</p> <p><b>talking (8)</b> 48:6,8 49:4 65:6 66:3 93:25 98:3 186:9</p> <p><b>tap (1)</b> 164:3</p> <p><b>tape (1)</b> 156:16</p> <p><b>target (2)</b> 124:18 169:25</p> <p><b>targeted (1)</b> 128:12</p> <p><b>targets (2)</b> 18:19 19:13</p> <p><b>task (2)</b> 95:25 98:5</p> <p><b>taxes (1)</b> 193:7</p> <p><b>team (17)</b> 16:15 17:19 18:8,15 19:7,8 84:25 90:18 96:5 100:4 124:5,10 137:12 140:11 141:22 147:23 148:10</p> <p><b>technical (2)</b> 212:11 213:11</p> <p><b>technological (3)</b> 135:21,23 136:5</p> <p><b>technology (6)</b> 137:7 168:9,13,17,21 169:4</p> <p><b>Telephonically (1)</b> 86:14</p> <p><b>tell (45)</b> 7:21 24:5 30:24 32:12 47:20 55:10 66:4 74:7 76:11 83:22</p>	<p>85:6 87:3,8,23 88:3 88:7 91:23 98:5 100:17 106:25 107:20 116:23,25 123:3 127:3 129:24 133:23 138:20,23 146:11 149:16 154:22 159:8 162:23 178:4 179:15 181:6 197:9 201:12 210:24 214:7 224:22 230:7 230:12 231:5</p> <p><b>telling (3)</b> 35:14 111:12 124:17</p> <p><b>tells (2)</b> 58:18 135:18</p> <p><b>ten (5)</b> 77:21 111:7 117:11 117:16 227:20</p> <p><b>tends (1)</b> 172:24</p> <p><b>tension (1)</b> 135:11</p> <p><b>tenure (1)</b> 16:9</p> <p><b>term (15)</b> 8:23 15:11 57:3 61:8 72:8 95:5,17 96:9 96:12 122:18 187:21 188:2,8,20 233:13</p> <p><b>terminology (2)</b> 93:24 95:2</p> <p><b>terms (27)</b> 36:8 51:7 55:3,7,16 76:24 109:19 110:17 114:6 117:14,22 121:16 125:19 129:17 134:22 145:14 156:19,24 159:24 195:24 211:7 225:12,15 228:24 228:24 229:8 240:14</p> <p><b>test (1)</b> 48:18</p> <p><b>testified (10)</b> 7:5 37:8 39:9 79:7 85:15 92:3 116:5 122:5 175:8 194:12</p> <p><b>testify (4)</b> 9:15 10:5 11:5 95:9</p> <p><b>testifying (1)</b> 111:14</p>	<p><b>testimony (14)</b> 11:13 39:7 42:24 48:23 95:8 112:2 119:8 125:15 138:13 140:5,7 141:19 242:9,12</p> <p><b>testing (3)</b> 140:24 141:9 168:17</p> <p><b>Texas (2)</b> 4:8 155:6</p> <p><b>text (1)</b> 181:17</p> <p><b>thank (9)</b> 11:2 103:11 131:12 184:2 194:11 216:12 238:25 239:2,8</p> <p><b>Thanks (1)</b> 78:2</p> <p><b>theme (1)</b> 204:9</p> <p><b>thesis (1)</b> 142:21</p> <p><b>they'd (1)</b> 109:4</p> <p><b>thing (3)</b> 8:5 95:25 96:10</p> <p><b>things (7)</b> 8:20,25 40:4 149:10 182:17,20 230:24</p> <p><b>think (47)</b> 7:10 10:15 21:20 34:16 39:12 47:11 56:19 58:20 64:9 69:5 80:24 91:19 98:24 100:8 109:4 119:18 120:3 123:20 125:10 126:5 128:14,22 129:14 141:12 142:17 145:11 149:12 150:21 156:11 167:4,7 173:2,6 175:8 180:17 185:4 188:23 190:23 193:11,16 196:5 212:25 224:6,9 226:15 235:20 236:25</p> <p><b>third (23)</b> 40:5,9 56:7 70:8 99:23 134:7 143:5 150:20 151:15 160:23 164:9,12,15 164:20 165:7</p>	<p>169:14 171:5 191:24 233:16,25 234:9 236:4,5</p> <p><b>third-party (1)</b> 62:11</p> <p><b>thirds (1)</b> 233:9</p> <p><b>thought (2)</b> 90:17 100:6</p> <p><b>thousand (1)</b> 118:18</p> <p><b>three (30)</b> 33:4 73:8 84:22 85:14 86:5 91:25 99:9 100:6 110:23 111:17 115:21 118:2 122:24 123:19 124:12,13 124:25 125:11 127:15 129:5 130:4 132:13 153:17 178:11 188:11,24 197:14 219:18 235:22 238:14</p> <p><b>three-year (2)</b> 125:4 187:20</p> <p><b>thumb (2)</b> 152:7,11</p> <p><b>ticks (1)</b> 172:19</p> <p><b>tied (1)</b> 153:2</p> <p><b>tight (1)</b> 128:16</p> <p><b>time (85)</b> 11:9 16:2 18:25 25:6 25:12 26:14,22,24 27:17,21 28:7 30:23 34:6 36:2,7,12 46:23 49:7,13,18 50:2,13 51:23 55:19 71:3 81:18 83:16 85:13 86:10 87:7 89:10 91:14,19,21 97:21 102:11 104:19 105:3,6 114:18,20 121:23 124:6 127:9 128:16 133:25 140:14,17 143:17 144:5,19,23 147:3,5 150:9 154:5 154:5 161:5,25 165:23 166:9 170:8 171:19 172:3,5 179:16,19 190:4 197:25 201:16</p>	<p>204:12 209:3 210:5 210:22 217:19,24 218:20 228:16 233:22 234:24 235:8,9 236:3 238:25 239:9</p> <p><b>times (3)</b> 5:4 99:19 100:21</p> <p><b>timing (4)</b> 37:7 118:5,20 203:23</p> <p><b>Tisch (12)</b> 20:23 21:5,8,9 63:3,5 66:13,15,19 73:3,5 73:15</p> <p><b>Tisch's (1)</b> 74:11</p> <p><b>title (2)</b> 16:24 22:12</p> <p><b>titled (1)</b> 218:22</p> <p><b>today (35)</b> 10:2 13:17 38:18 59:12 60:8 61:12 74:6 75:2 85:7 105:2 106:17 109:21 113:14,20 113:24 129:23 133:5,24 154:7 155:4,17 156:11,11 165:23 167:13,23 186:14 187:23 190:13 194:18 205:22 215:9 222:15 231:21 238:9</p> <p><b>told (7)</b> 22:22 153:18 197:4 198:14 215:22 222:10 231:14</p> <p><b>Tommy (9)</b> 20:23 21:5,8,9 63:3,5 66:13,14 73:3</p> <p><b>tomorrow (2)</b> 108:11 109:4</p> <p><b>top (9)</b> 68:18 70:21 71:9,11 104:9 144:24 187:12 189:11 196:12</p> <p><b>topic (2)</b> 213:14 233:4</p> <p><b>topics (7)</b> 9:11,22 10:6,13,24 11:7,15</p> <p><b>total (15)</b> 41:18 42:21 68:6</p>
---	--	--	---	---

148:18,25 176:22 179:8,9 180:20 189:19 192:2 193:12 195:17 197:21 199:13 <b>totality (1)</b> 218:16 <b>totally (1)</b> 155:14 <b>touches (1)</b> 213:24 <b>Tower (1)</b> 3:6 <b>track (1)</b> 192:9 <b>traction (1)</b> 168:21 <b>trade (1)</b> 144:14 <b>traditional (3)</b> 13:8,17 18:14 <b>traffic (1)</b> 173:5 <b>trailing (1)</b> 120:5 <b>trajectory (2)</b> 104:21 105:3 <b>transact (1)</b> 145:11 <b>transaction (28)</b> 32:17 33:24 42:8 44:8 44:10 45:17 52:15 52:22 69:8 80:6 91:12,18 100:25 101:24 102:9 157:16,22 165:25 166:5,8,10 192:5 193:19 195:25 197:16 202:20 215:3 237:20 <b>transactional (1)</b> 162:13 <b>transcript (3)</b> 95:13 126:18 242:11 <b>transcription (1)</b> 243:7 <b>transfer (3)</b> 93:14 193:7 212:8 <b>Transform (31)</b> 8:25 9:3,17 10:4,22 20:11,17,20,22 21:14,16 22:2,13 23:5 26:4,8 27:2 34:3 36:16 41:4 42:15 43:7 89:20 100:12,15 185:10	185:15,19 240:9,24 241:3 <b>Transformco (4)</b> 34:9 43:21 44:15 200:9 <b>TransformCo's (1)</b> 44:20 <b>Transier (3)</b> 31:8,21,23 <b>tries (1)</b> 184:6 <b>trigger (1)</b> 52:23 <b>triggered (2)</b> 125:21 193:19 <b>triggering (1)</b> 200:14 <b>trip (1)</b> 220:23 <b>true (5)</b> 73:22 74:10 149:24 152:8 242:11 <b>trust (1)</b> 105:12 <b>truthfully (1)</b> 95:10 <b>try (9)</b> 8:6 49:2,17 150:6 156:14,16 179:24 190:3 220:23 <b>trying (11)</b> 44:2 88:9 139:18 142:4 151:25 170:7 178:21,24 182:12 226:3 228:4 <b>tune (1)</b> 192:6 <b>turn (20)</b> 46:2 83:8 98:8 103:16 107:3 119:16 120:9 131:7 154:12 157:25 159:15 168:5 172:8 176:3 205:9,11 206:19 218:17 221:9 224:11 <b>turned (2)</b> 45:14,19 <b>turns (1)</b> 46:17 <b>twelve (2)</b> 107:22 141:21 <b>two (46)</b> 8:20 22:6 28:21 30:17 43:10 65:22 71:22 84:24 91:25 98:19	99:9 111:4,6 113:6 117:6,9,18 119:18 125:13 127:15 132:13 137:24 147:12,12,13,14 148:7 153:17 157:7 158:4 163:11 167:16 171:4 175:25 176:23 180:6,15 182:17,19 188:24 198:11 209:2 221:2 226:16 233:8 238:13 <b>two-day (1)</b> 13:17 <b>type (6)</b> 7:20 76:7,25 105:16 141:15 228:13 <b>typically (3)</b> 19:4 92:23 95:21 <hr/> <b>U</b> <hr/> <b>U-Haul (2)</b> 69:7 192:5 <b>Uber (6)</b> 143:13,16,17,17 144:2,23 <b>Ubers (1)</b> 143:19 <b>UBS (1)</b> 193:4 <b>UCC (11)</b> 8:10 11:7 26:2,12 54:25 82:7 86:16 89:17 100:11 101:14 146:2 <b>ultimately (26)</b> 42:14 47:24 64:20 92:14 97:23 99:20 114:22 118:6 121:9 141:15,17 142:25 157:5 165:14 166:9 172:20 188:13 197:19 202:23 204:4 205:3 213:16 218:16 221:7 222:16 231:7 <b>umbrella (1)</b> 171:23 <b>unable (1)</b> 179:14 <b>unaffiliated (1)</b> 129:4 <b>uncertainty (1)</b> 105:5 <b>undecided (1)</b>	22:24 <b>underlies (1)</b> 70:17 <b>underline (1)</b> 186:4 <b>underlined (1)</b> 181:16 <b>underlying (2)</b> 18:11 122:3 <b>underneath (1)</b> 188:24 <b>underperforming (2)</b> 120:13 171:18 <b>understand (31)</b> 7:22 9:13 24:23 30:2 40:3,9 41:14 44:2 53:16 56:23 60:2 61:5 62:15 65:9 68:11 80:3 89:18 96:18 108:20 119:8 122:13 139:18 140:25 158:6 182:12 203:18 206:6,11 211:25 226:4 228:4 <b>understanding (92)</b> 10:21 15:10 17:19 18:22 20:16 21:25 25:11 29:17 36:11 36:21 38:14,17 40:10,15 46:25 47:5 47:7,9 57:6 58:24 59:6 60:18 64:10 65:21,25 66:14,18 67:16 68:3 69:11,16 69:20 72:14,23 73:6 73:10,13,16 75:3 83:14 87:5 93:6 96:21,24 97:3,10,15 97:17,20 112:2 115:22 125:15 134:16 139:11 147:19 148:12 150:13,17,18 153:11,15 175:16 175:18 181:11 185:12 190:8 194:19 196:20 198:24 199:19,23 200:24 201:22 202:12 203:2,6 204:7 207:11,23 208:8 211:16,21 224:22 231:12,18 232:13,16 235:10 236:10,13,16	237:21 <b>understated (2)</b> 120:18,20 <b>understood (2)</b> 8:3 88:23 <b>undertake (1)</b> 116:12 <b>undertaken (2)</b> 163:2 199:8 <b>undertaking (1)</b> 202:15 <b>underwrite (2)</b> 106:19 125:9 <b>underwriters (1)</b> 188:11 <b>unencumbered (2)</b> 113:25 190:15 <b>unidentified (2)</b> 96:8,13 <b>unique (1)</b> 173:3 <b>unit (2)</b> 134:2 149:10 <b>United (4)</b> 1:1 132:10 160:6 164:2 <b>units (3)</b> 129:13 130:8,15 <b>unlevered (1)</b> 166:22 <b>unreasonable (1)</b> 222:22 <b>Unsecured (5)</b> 3:4 7:12 82:9,13 240:17 <b>unusual (1)</b> 28:23 <b>unwilling (1)</b> 145:10 <b>update (3)</b> 88:22 133:15,20 <b>updated (4)</b> 90:3,5 100:21 161:24 <b>updates (3)</b> 14:5 88:7 133:11 <b>updating (1)</b> 91:21 <b>upgrades (1)</b> 129:14 <b>upward (1)</b> 104:21 <b>upwards (1)</b> 171:10 <b>use (7)</b> 30:13 55:22 70:5 121:16 134:8
---	--	--	---	---

141:17 214:12 <b>uses (1)</b> 152:20	87:8 101:2 <b>versus (1)</b> 183:6 <b>vi (3)</b> 205:20 209:21 210:13 <b>videos (1)</b> 155:9 <b>view (17)</b> 19:4,6 25:2 44:23 59:18 71:13,16,24 75:8,13,14 94:9 122:8 164:23 213:13 228:25 234:14 <b>views (4)</b> 19:10,18 20:7 37:22 <b>vii (3)</b> 205:24 207:12 208:6 <b>viii (1)</b> 209:22 <b>vintage (1)</b> 190:25 <b>virtually (1)</b> 144:6 <b>virtue (4)</b> 54:4,21 120:11 190:12 <b>vision (1)</b> 136:9 <b>visually (1)</b> 155:20	156:15 167:6 168:4 176:19 185:16 186:25 189:25 191:15 193:25 194:22 196:4,9 213:3 214:20 223:19,23 235:5 <b>wanted (10)</b> 33:17 35:3 47:12 51:18 79:12 192:19 197:15 217:20 234:12 235:22 <b>wants (2)</b> 157:11,13 <b>wasn't (5)</b> 39:24,24 140:6 192:20 222:22 <b>wave (3)</b> 147:10,10,19 <b>way (88)</b> 13:2 19:12 21:20 27:19 38:18 40:7 44:13 49:17 53:20 56:18 71:18 73:25 76:8 77:18 80:14 92:3,15,23 95:6 97:14 99:5 103:25 104:22 107:3 123:8 123:9,11 131:2 135:24 136:9,15,18 137:7 138:6,15 140:10,13 141:2,11 141:25 142:4,9,13 142:18,21,24 143:6 143:9,14,15,18 144:19 145:16 148:17,21 149:4,8,9 149:15,17,22 150:2 150:5,15,24 151:3 151:25 152:15,19 152:22 165:2 171:5 171:24 173:22 177:8 188:10 189:16 191:3 192:7 204:17 207:24 209:24 211:17 216:20 226:16 227:19 233:9 242:15 <b>Wayfair (3)</b> 134:12,18,20 <b>ways (1)</b> 157:7 <b>we'll (6)</b> 48:20 56:20 65:4 71:24 173:21	223:25 <b>we're (24)</b> 45:22 54:5,8 107:24 120:8,21 125:8 126:17 129:20 153:19 161:14 162:8 167:5,7,8 170:15 192:9 209:13 218:18 220:4,15 227:2,12 232:2 <b>we've (12)</b> 49:4 54:16 73:23 120:19,20 122:16 144:21 155:5 190:10 195:23 215:15 231:21 <b>website (1)</b> 84:14 <b>WEDNESDAY (1)</b> 1:14 <b>week (5)</b> 47:16,21 143:20 144:15 196:25 <b>weeks (6)</b> 44:11 71:23 106:6 192:15,25 222:7 <b>WEELBORG (1)</b> 6:22 <b>Weil (8)</b> 4:3,16 28:3,4,18 31:15 32:16,22 <b>WEISS (1)</b> 5:12 <b>went (4)</b> 33:7 76:2 79:23 85:4 <b>weren't (2)</b> 95:7 109:5 <b>WHARTON (1)</b> 5:12 <b>whatsoever (1)</b> 81:10 <b>WHEREOF (1)</b> 242:17 <b>whiplash (1)</b> 169:9 <b>Whirlpool (1)</b> 160:8 <b>white (1)</b> 132:12 <b>willing (7)</b> 46:16 47:6,13,14 63:18 64:24 66:15 <b>willingness (1)</b> 44:20 <b>winning (1)</b>	36:13 <b>wiring (1)</b> 238:5 <b>wish (1)</b> 124:14 <b>witness (13)</b> 6:5 7:3 78:4 126:8 176:15 186:8 213:24 239:2 241:16 242:9,12,17 243:3 <b>word (4)</b> 39:12,13 88:20 210:4 <b>words (1)</b> 98:18 <b>work (6)</b> 19:17 61:20 63:16 96:5 151:7 238:6 <b>worked (3)</b> 90:19 95:22 161:18 <b>working (6)</b> 94:7 97:22 150:19 153:16 189:16 224:12 <b>works (2)</b> 38:19 208:9 <b>workstreams (1)</b> 153:19 <b>world (1)</b> 152:4 <b>worst (1)</b> 172:24 <b>worth (8)</b> 75:8,15 110:21 111:5 111:7 117:7 120:10 124:7 <b>wouldn't (6)</b> 28:22 46:4 96:14 128:6 143:24 220:5 <b>writing (1)</b> 174:8 <b>wrong (5)</b> 14:25 166:15 167:5,7 175:9 <b>wrote (1)</b> 162:23
<b>V</b>	<b>W</b>			<b>X</b>
<b>vague (1)</b> 98:21 <b>valuation (2)</b> 74:21 75:10 <b>value (36)</b> 45:6 54:17,20,23 57:23 59:7,10,19 67:4,16 70:18,20 71:6,13,19 75:3,17 75:19 110:5 112:23 113:20 114:4 116:10,20 118:7 120:8,10,17 122:19 125:25 142:25 158:4,5,13,18 219:12 <b>valued (4)</b> 57:18 70:25 71:2 165:17 <b>values (2)</b> 158:6,15 <b>vantage (1)</b> 193:2 <b>variable (1)</b> 51:23 <b>variance (2)</b> 198:22,23 <b>variants (1)</b> 148:24 <b>varieties (1)</b> 180:10 <b>various (11)</b> 15:18 53:10,21 65:22 79:22 80:7 87:7 139:2 159:24 211:13 217:10 <b>vast (1)</b> 73:9 <b>vendor (2)</b> 228:11,25 <b>vendors (3)</b> 135:13 201:6 202:2 <b>verbally (1)</b> 93:3 <b>vernacular (2)</b> 95:24 96:9 <b>version (10)</b> 87:9 90:3 92:16,19,22 92:22 101:2,6,25 139:23 <b>versions (2)</b>	<b>wait (1)</b> 48:5 <b>waive (3)</b> 215:9,18,24 <b>waived (1)</b> 215:15 <b>waiver (1)</b> 215:4 <b>Wakefield (8)</b> 72:3 113:7,17,21 158:8,15,19,24 <b>walk (2)</b> 50:16 156:4 <b>walked (4)</b> 146:25 147:3 156:12 209:10 <b>walking (3)</b> 147:16,17 156:13 <b>want (28)</b> 9:20 20:10 24:23 25:16 37:6 46:9 100:3 102:21 126:8 126:16 155:18			<b>x (9)</b> 1:2,8 98:6 119:4 141:6,14 145:19 240:3 241:13 <b>X-weeks (1)</b> 46:4 <b>xii (1)</b> 209:22

<b>Y</b>	103:20 104:6 105:4 105:20 106:17 107:11 108:6,12,21 109:14,16 113:4 147:10,10 189:18 240:5 243:5	82:11,15 140:11 168:16 240:20 <b>12-month (1)</b> 120:5 <b>12,000 (1)</b> 157:15 <b>120 (1)</b> 238:6 <b>125 (3)</b> 67:11,12 171:9 <b>1285 (1)</b> 5:14 <b>13 (4)</b> 58:14,17,19 113:17 <b>130,000 (1)</b> 157:20 <b>135,000 (1)</b> 118:23 <b>139 (3)</b> 198:10,25 199:21 <b>14 (1)</b> 113:17 <b>140 (3)</b> 113:12 147:21,21 <b>146 (1)</b> 241:6 <b>15 (10)</b> 27:16 58:19,20 104:19,21 107:13 107:17 113:18 116:7 157:25 <b>150 (2)</b> 120:6 122:4 <b>154614 (1)</b> 1:23 <b>15th (4)</b> 13:16 27:8 30:11 106:11 <b>16 (2)</b> 101:15 241:5 <b>166 (7)</b> 200:21 201:13 226:9 226:17,21 227:8,13 <b>16th (3)</b> 101:7,10,11 <b>17 (5)</b> 58:14,17,19 154:12 155:4 <b>170 (1)</b> 158:24 <b>1730 (3)</b> 55:5,8 240:15 <b>175 (4)</b> 120:6 122:5 189:17 190:16 <b>18 (6)</b>	104:14,15 140:11 141:21 168:16 177:8 <b>18-23538 (1)</b> 1:6 <b>185 (2)</b> 61:3,6 <b>19 (10)</b> 8:21 107:8 151:16 176:17 177:2,11 179:8,10 180:19,19 <b>190 (1)</b> 61:6 <b>1985 (3)</b> 158:13,20,20 <b>1st (1)</b> 222:2	241:5 242:18 <b>2020 (8)</b> 68:14 71:15 164:16 164:18 166:12,16 166:21 167:2 <b>2021 (3)</b> 164:18 169:16,24 <b>2023 (1)</b> 123:25 <b>205 (1)</b> 241:8 <b>21 (7)</b> 159:15 160:2,20 161:15,19 177:19 178:19 <b>22 (3)</b> 160:2 161:20 228:3 <b>227 (6)</b> 180:25 181:12,24 182:25 183:2,6 <b>228 (2)</b> 183:5,6 <b>23 (4)</b> 1:14 2:4 161:21 177:9 <b>231 (4)</b> 60:22,25 61:11,23 <b>23rd (1)</b> 242:18 <b>24 (2)</b> 162:2,18 <b>25 (3)</b> 15:16 160:2 161:15 <b>250 (1)</b> 189:17 <b>26 (3)</b> 172:18,22 240:8 <b>271 (1)</b> 189:21 <b>274 (2)</b> 226:8,18 <b>275 (4)</b> 226:6,11,22,24 <b>28th (12)</b> 25:21 26:4,8,18 28:2 28:15 30:7,25 31:2 49:8 227:6 240:9
<b>Y (2)</b> 54:17 141:6 <b>Yahoo (1)</b> 150:20 <b>Yahoos (1)</b> 152:5 <b>Yeah (1)</b> 166:6 <b>year (23)</b> 71:4,5 104:11,11 106:5,20 107:8 108:6 110:22 114:15,17 115:19 125:11,12,14 142:8 151:16 153:24 177:2 179:8,10 181:2,9 <b>years (17)</b> 13:14 15:16 28:22 75:7 94:22 99:9 100:8 110:23 111:17 115:21 118:2 124:25 125:13 132:15 136:8 144:16 176:16 <b>Yep (8)</b> 29:24 196:2,15 211:11 222:20 224:13 225:8,10 <b>yesterday (2)</b> 133:15,16 <b>yesterday's (1)</b> 30:11 <b>York (22)</b> 1:1,13,13 2:3,3,11,11 2:14 3:7,7 4:21,21 5:5,5,15,15 6:7,7 21:11 242:3,4,8	<b>1.1 (2)</b> 41:25 206:22 <b>1.2 (4)</b> 38:21 41:17,25 223:2 <b>1.3 (1)</b> 195:19 <b>1.85 (1)</b> 159:7 <b>1/6 (1)</b> 167:23 <b>1:08 (1)</b> 79:3 <b>10 (6)</b> 148:8 205:6 214:21 218:18 225:15 241:8 <b>10,000 (1)</b> 157:20 <b>10.10 (2)</b> 215:13 221:9 <b>10.6 (3)</b> 216:3,4,17 <b>10.9 (1)</b> 218:21 <b>100 (5)</b> 60:9 99:7 112:24 214:21 241:2 <b>10006 (1)</b> 6:7 <b>10019 (1)</b> 5:15 <b>10036 (2)</b> 3:7 5:5 <b>101 (3)</b> 216:8,11 241:5 <b>10153 (1)</b> 4:21 <b>102 (3)</b> 218:17,21 221:11 <b>108 (1)</b> 183:9 <b>109 (1)</b> 225:11 <b>11 (11)</b> 1:6 12:25 37:24 182:8 182:14,16 183:8,11 183:16 233:6,8 <b>11:45 (1)</b> 2:5 <b>12 (5)</b>	<b>2</b> <b>2 (14)</b> 26:3,7,13 83:2,4 99:19 113:4 147:9 147:19 164:11 171:3 174:2 240:8 243:6 <b>2.3 (1)</b> 205:14 <b>20 (3)</b> 51:14 111:8 117:10 <b>200 (1)</b> 4:7 <b>2008 (1)</b> 190:25 <b>2014 (1)</b> 12:4 <b>2015 (1)</b> 16:8 <b>2016 (4)</b> 16:23 17:4,22 165:9 <b>2017 (1)</b> 16:8 <b>2018 (15)</b> 26:4,8 81:2 82:11,15 83:18 86:18,21,25 147:10 176:17 180:16 240:9,20,22 <b>2019 (26)</b> 1:14 2:4 89:21 101:15 103:20 104:6 105:20 106:15 108:21 109:23,25 122:25 123:24 151:12 171:10 172:10,16,17 181:2 181:10,23 224:19 239:16 240:25	<b>3</b> <b>3 (21)</b> 55:2,6,24,24 56:11 99:19 148:17 174:6 177:16,17 178:9 179:3,5 196:3 211:6 225:7 227:24 229:7 230:24 240:13 243:7	
<b>Z</b>				
<b>Z (1)</b> 141:6 <b>Zehnder (1)</b> 127:17 <b>zero (6)</b> 104:20,22 105:4 156:22 157:2 235:23				
<b>0</b>				
<b>1</b>				
<b>1 (21)</b> 8:10,15 11:8 37:24				

<p><b>3.1 (1)</b> 56:2</p> <p><b>30 (5)</b> 64:9 107:14 172:20 184:6 232:5</p> <p><b>30(b)(6) (5)</b> 1:10 2:7 8:11,15 240:5</p> <p><b>300 (2)</b> 170:3 188:5</p> <p><b>31 (2)</b> 168:6 206:20</p> <p><b>311 (1)</b> 167:4</p> <p><b>32 (3)</b> 227:19,21 228:7</p> <p><b>325 (1)</b> 193:14</p> <p><b>33 (3)</b> 182:6,6 183:7</p> <p><b>350 (1)</b> 189:16</p> <p><b>363 (1)</b> 56:14</p> <p><b>39 (2)</b> 205:14,14</p> <hr/> <p><b>4</b></p> <p><b>4 (15)</b> 5:4 82:7,8,12,18 98:9 99:19 103:16 123:23 124:2 166:14 171:22 193:17 196:8 240:16</p> <p><b>4.3 (3)</b> 216:19,20 217:12</p> <p><b>4:15 (2)</b> 167:25 179:18</p> <p><b>40 (2)</b> 205:12,19</p> <p><b>400 (1)</b> 195:8</p> <p><b>402 (1)</b> 189:2</p> <p><b>41 (1)</b> 205:21</p> <p><b>42 (1)</b> 205:11</p> <p><b>425 (11)</b> 49:20,23 50:11,16 51:6 109:21,22 112:20 119:25 123:25 158:21</p> <p><b>43 (1)</b> 203:2</p>	<p><b>433 (2)</b> 72:19,21</p> <p><b>45 (3)</b> 104:7,9 172:8</p> <p><b>45,000 (2)</b> 153:5 154:3</p> <p><b>46 (1)</b> 173:8</p> <p><b>47 (7)</b> 151:10,11 176:3 177:15 178:9 182:5 183:4</p> <p><b>474 (1)</b> 179:11</p> <p><b>478 (2)</b> 188:23,24</p> <p><b>48 (1)</b> 151:21</p> <p><b>49 (1)</b> 184:4</p> <hr/> <p><b>5</b></p> <p><b>5 (19)</b> 86:17,20,25 99:19 102:25 103:8 107:16 145:3 176:6 180:16 181:19,21 182:14,22 183:20 196:5,5,12 240:21</p> <p><b>5,000 (1)</b> 164:4</p> <p><b>50 (1)</b> 144:11</p> <p><b>50-50 (1)</b> 116:24</p> <p><b>500 (2)</b> 164:17 170:3</p> <p><b>503(b)(9) (16)</b> 191:7 196:10,18 197:17,22 198:3,14 198:16 199:2,9,12 199:13,25 200:12 200:19 207:8</p> <p><b>505 (4)</b> 50:5,9 104:11,13</p> <p><b>506 (1)</b> 179:9</p> <p><b>54 (5)</b> 216:20,23,24,25 217:8</p> <p><b>545 (1)</b> 151:12</p> <p><b>55 (3)</b> 217:3,17 240:13</p> <p><b>56 (1)</b> 147:21</p>	<p><b>6</b></p> <p><b>6 (25)</b> 89:18,20,23 91:9 92:4 92:17 103:2,5,11 123:15,18 124:2 131:7,9,10,11,11,13 131:13 135:20 151:9 154:13 182:4 211:9 240:24</p> <p><b>60 (5)</b> 233:23 235:14,16,19 235:24</p> <p><b>64 (1)</b> 216:22</p> <p><b>65 (1)</b> 151:17</p> <hr/> <p><b>7</b></p> <p><b>7 (26)</b> 9:10 100:11,14,18 101:18 103:14 123:11 164:6,8 166:19 169:7 177:7 181:13,14 185:25 186:3 187:13 224:5 224:14 226:4,12,23 229:9,9 241:2,17</p> <p><b>70 (7)</b> 62:23 64:3 69:9 113:4 113:9,11,13</p> <p><b>700 (1)</b> 167:18</p> <p><b>75 (3)</b> 62:23 64:3 191:3</p> <p><b>7500 (1)</b> 157:15</p> <p><b>75201 (1)</b> 4:8</p> <p><b>767 (1)</b> 4:20</p> <hr/> <p><b>8</b></p> <p><b>8 (11)</b> 101:14,15,19 224:11 225:17 226:18,22 227:7,15 240:5 241:5</p> <p><b>80 (7)</b> 50:14 51:9,18 113:5,9 113:11,13</p> <p><b>82 (1)</b> 240:16</p> <p><b>84 (1)</b> 147:20</p> <p><b>85 (2)</b> 75:18,20</p>	<p><b>850 (1)</b> 222:5</p> <p><b>86 (1)</b> 240:21</p> <p><b>87 (2)</b> 194:4,7</p> <p><b>89 (1)</b> 240:24</p> <p><b>8th (4)</b> 128:12,18 227:2,6</p> <hr/> <p><b>9</b></p> <p><b>9 (15)</b> 123:12 136:7 137:21 138:14 139:3,13,20 146:2,4 149:12 181:19,21 182:22 183:20 241:6</p> <p><b>90 (1)</b> 67:11</p> <p><b>95 (1)</b> 67:12</p> <p><b>96 (1)</b> 184:7</p>
--	--	---	--